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सं० 23]

नई दिल्ली, शनिवार, जन 6, 1987/ज्यैष्ठ 16, 1989

No. 23]

NEW DELHI, SATURDAY, JUNE 6, 1987/JYAISTHA 16, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह मसरा संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विविध और न्याय मंत्रालय
(विविध कार्य विभाग)

नई दिल्ली, 18 मई, 1987

सूचना

का. आ 1376—नोटरीज नियम, 1956 के नियम 6 के अनुसर्जन में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बृज भूषण भारद्वाज, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कैथल व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं 5(33)/87-न्या.]

आर० एन० पौडार,
सक्षम प्राधिकारी

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 18th May, 1987

NOTICE

S.O. 1376.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956,

that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Brij Bhushan Bhardwaj Advocate for appointment as a Notary to practice in Kalthal,

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(33)/87-Judl.]

R. N. PODDAR, Competent Authority

कार्मिक लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 19 मई, 1987

शुद्धि-पत्र

का. आ 1377.—भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 7 मार्च, 1987 के पृष्ठ 986 पर प्रकाशित भारत सरकार के कार्मिक, लोक शिकायत और पेंशन मंत्रालय (कार्मिक और प्रशिक्षण विभाग) की अधिसूचना संख्या का. आ. 596 तारीख 12 फरवरी, 1987 में,—

“प्राप्त अधिसूचना” शब्दों के स्थान पर “अधिसूचना” पढ़ें।

[संख्या 225/34/86-ग.वी.डी. (II)]

CORRIGENDUM

S.O. 1377.—In the notification of the Government of India, in the Ministry of Personnel, Public Grievances and Pensions (Department of Personnel and Training) No. S.O. 1376, dated the 12th February, 1987, published in the Gazette of India Part II, Section 3, sub-section (ii) dated the 7th March 1987 at page 986:—

for the words "DRAFT NOTIFICATION," read "NOTIFICATION".

[No. 225/34/86-AVD. II]

का. प्रा. 1378.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों, को उन अपराधों के रूप में विनिश्चित करती है, जिसका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा किया जाएगा, अर्थात्:—

(क) भारत सरकार के गृह मंत्रालय की अधिसूचना सं. सा. का.नि. 1200(घ) तारीख 13 नवंबर, 1986 द्वारा भारत के राजपत्र असाधारण भाग 2, खंड 3, उपखंड (i), तारीख 13 नवंबर, 1986 में प्रकाशित आतंकवादी और विध्वंसक क्रिया-कलाप (निवारण) अधिनियम, 1985 (1985 का 31) की धारा 5 के अधीन बनाए गए आतंकवादी और विध्वंसक क्रियाकलाप नियम, 1986 के नियम, 6, 7, 8, 11, 12, 16, 17, 18, 19, 20, 22, 23 और 24 के अधीन दंडनीय अपराध।

(ख) ऊपर उल्लिखित अपराधों के संबंध में या उनसे संश्लेषित प्रयत्न, बुद्धिपूर्ण और धूर्तता या पूर्वोक्त नियमों के किसी उपबंध या उनके अधीन किए गए किसी आदेश के उल्लंघन के बुद्धिपूर्ण प्रयास या ऐसे उल्लंघन के लिए किया जाने वाला कोई कार्य और वैसे ही संश्लेषणों के अन्वेषण में उन्हीं तथ्यों से उत्पन्न होने वाला कोई अन्य अपराध।

[संख्या 228/1/87-ए.पी.जी. (II)]

S.O. 1378.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as offences, which are to be investigated by the Delhi Special Police Establishment, namely:—

(a) Offences punishable under rule 6, 7, 8, 11, 12, 16, 17, 18, 19, 20, 22, 23 and 24 of the Terrorist and Disruptive Activities (Prevention) Rules, 1986, framed under section 5 of the Terrorist and Disruptive Activities (Prevention) Act, 1985 (31 of 1985) published by the Government of India in the Ministry of Home Affairs' notification No. GSR 1200(E) dated the 13th November, 1986, in the Gazette of India, Extra-Ordinary, Part-II—Section 3, Sub-Section (i) dated 13th November, 1986.

(b) Attempts, abetments and conspiracies or attempts to abet or any act preparatory to the contravention of any of the provisions of the aforesaid rules or any order made thereunder, in relation to, or in connection with, the offences mentioned above and any other offences committed in the course of the same transaction arising out of the same facts.

[No. 228/1/87-AVD. II]

प्रदेश

का. प्रा. 1379.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आतंकवादी और विध्वंसक क्रियाकलाप (निवारण) अधिनियम, 1985 (1985 का 31) की धारा 3 और 4, जम्मू कश्मीर राज्य रणवीर बंड संहिता, 1989 (1989 का 12) की धारा 417 और 419 तथा निदेशियों विषयक अधिनियम, 1946 (1946 का 31) की धारा 14 के अधीन दंडनीय अपराधों और पुलिस स्टेशन एस. आई. यू. 111/एस. आई. सी. नई दिल्ली में प्रथम सूचना रिपोर्ट आर. सी. 10/86 एस. आई. यू. III/सी. आई. नई दिल्ली तारीख 8 दिसंबर, 1986 द्वारा रजिस्ट्रीकृत श्रीमती कुलदीप कौर पत्नी प्रोफेसर महेंद्रपाल सिंह, निवासी पार्क रोड, हैस मिडिल-सेक्स लॉन्डन यू के द्वारा जम्मू कश्मीर राज्य के भीतर किए गए उक्त वैसे ही अपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संश्लेषणों के अन्वेषण में किए गए किसी अन्य अपराधों के संबंध में या उनसे संश्लेषित प्रयत्नों, बुद्धिपूर्ण और धूर्तता के अन्वेषण के लिए, जम्मू कश्मीर सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण संतुर्ण जम्मू कश्मीर राज्य पर करती है।

[संख्या 228/26/86-ए.पी.जी. (II)]

जी. सीतारामन, अव्वर सचिव

ORDER

S.O. 1379.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Government of Jammu and Kashmir, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jammu and Kashmir for the investigation of offences punishable under sections 3 and 4 of the Terrorist and Disruptive Activities (Prevention) Act, 1985, (31 of 1985), sections 417 and 419 of the Jammu and Kashmir State Ranbir Penal Code, 1989 (12 of 1989) and section 14 of the Foreigners Act, 1946, (31 of 1946) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts with regard to the offences committed by Mrs. Kuldip Kaur, wife of Professor Mahendra Pal Singh, resident of 2-A, Park Road, Hayes Middle-sex, London, U.K. within the State of Jammu and Kashmir as registered vide FIR RC-10/86-SIU. III/CBI/New Delhi dated the 8th December, 1986 Police Station SIU. III/SIC New Delhi.

[No. 228/26/86-AVD. II]

G. SITARAMAN, Under Secy.

विस्त संज्ञालय

(राजस्व विभाग)

नई दिल्ली, 8 अप्रैल, 1987

प्रायकर

का. प्रा. 1380.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अन्वेषण में तथा भारत सरकार, राजस्व विभाग की दिनांक 18-3-1987 की अधिसूचना सं. 7192 (फा. सं. 398/32/85-आ. क. व.) का अधिलेखन करते हुए केन्द्रीय सरकार एतद्द्वारा उक्त अधिनियम के अन्तर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री आर. के. गौतम को दिनांक 11-8-1986 से कर धसूली अधिकारी की शक्तियों का प्रयोग करने हेतु कार्योपरान्त प्राधिकृत करती है।

2. यह अधिसूचना श्री आर. के. गौतम द्वारा कर धसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख 11-8-1986 से लागू होगी।

[सं. 7228 (फा. सं. 398/32/85-आ. क. व.)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 8th April, 1987

INCOME-TAX

S.O. 1380.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 7192 (F. No. 398/32/85-IT(B) dated the 18-3-1987, the Central Government hereby authorises ex-post-facto Shri R. K. Gautam, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act with effect from 11-8-1986.

2. This Notification shall be effective from 11-8-1986 the date on which Shri R. K. Gautam took over charge as Tax Recovery Officer.

[No. 7228 (F. No. 198/32/85-IT(B))]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 8 अप्रैल, 1987

(आयकर)

का. भा. 1381.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (ii) के अनुसरण में और भारत सरकार राजस्व विभाग की दिनांक 21-5-1984 की अधिसूचना सं. 5806 (फा. सं. 398/11/84-आ.क. (ब.)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री डी. सी. गंगुली को कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

यह अधिसूचना श्री डी. सी. गंगुली द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 7232/फा. सं. 398/9/87-आ.क. (ब.)]

बी. ई. एलेक्जेंडर, अधर सचिव

New Delhi, the 8th April, 1987

INCOME-TAX

S.O. 1381.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5806 (F. No. 398/11/84-IT(B) dated the 21-5-1984, the Central Government hereby authorises Shri D. C. Ganguly, being a Gazette Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date of Shri D. C. Ganguly takes over charge as Tax Recovery Officer.

[No. 7232 (F. No. 398/9/87-IT(B))]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 18 मई, 1987

(आयकर)

का. भा. 1382.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खंड के प्रयोजनार्थ भारतीय औद्योगिक विकास बैंक द्वारा जारी किए गए "3-वर्षीय भा. औ.वि.व. पूंजी बंधपत्र" को विनिश्चित करती है।

[सं. 7278 (फा. सं. 275/24/87-आ. क.) (ब.)]

ब. नागराजन, निदेशक

New Delhi, the 18th May, 1987

INCOME-TAX

S.O. 1382.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "3-YEAR IDBI CAPITAL BONDS" issued by the Industrial Development Bank of India, Bombay, for the purposes of the said clause.

[No. 7278 (F. No. 275/87-IT(B))]

B. NAGARAJAN, Director

(राजस्व विभाग)

नई दिल्ली, 20 मई, 1987

का. भा. 1383.—विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा केन्द्रीय आर्थिक आसूचना ब्यूरो, भारत सरकार के सभी आसूचना अधिकारियों को उक्त अधिनियम की धारा 34, 35, 36, 38 तथा 39 के अंतर्गत प्रवर्तन अधिकारी के सभी अधिकारों का प्रयोग करने तथा उसके सभी कर्तव्यों का निष्पादन करने के लिये प्राधिकृत करती है।

[फा. सं. 174/15/86-त. स. (प्र.)]

शैलेंद्र कुमार, उप सचिव

(Department of Revenue)

New Delhi, the 20th May, 1987

S.O. 1383.—In exercise of the powers conferred by section 5 of the Foreign Exchange Regulation Act, 1973 (46 of 1973), the Central Government hereby authorises all Intelligence Officers of the Central Economic Intelligence Bureau, Government of India, to exercise all the powers and discharge all the duties of an officer of Enforcement under sections 34, 35, 36, 38 and 39 of the said Act.

[F. No. 174/15/86-TC(E)]

S. KUMAR, Dy. Secy.

नई दिल्ली, 22 मई, 1987

प्रादेश

स्टाम्प

का. भा. 1384.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उन शुल्क को माफ करती है जो नेशनल को-ऑपरेटिव डेवलपमेंट कारपोरेशन, नई दिल्ली तथा भीम करोड़ रुपये के मूल्य के 1 प्रतिशत एन. सी. डी. सी. बंध-पत्र 2002 (तेईसवीं शृंखला) के रूप में उल्लिखित प्रामिसरी नोटों के स्वरूप में जारी किए जाने वाले बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[सं. 25/87 स्टाम्प-क. सं. 33/6/87-वि. क.]

New Delhi, the 22nd May, 1987

ORDER

STAMPS

S.O. 1384.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 11 per cent NCDC Bonds, 2002 (XXIII

series) of the value of rupees twenty crores to be issued by the National Cooperative Development Corporation, New Delhi are chargeable under the said Act.

[No. 25/87-Stamp F. No. 33/6/87-ST]

B. R. MEHMI, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 21 मार्च, 1987

आयकर

का. आ. 1385.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस सम्बंध में पूर्ववर्ती सभी अधिसूचनाओं का अधिकरण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट राज्यों के अपीलीय सहायक आयकर आयुक्त, आयकर के लिए निर्धारित उन सभी व्यक्तियों और आय को छोड़कर जिन पर क्षेत्राधिकार आयकर आयुक्त (अपील) में निहित है, अनुसूची के स्तम्भ (2) की तत्सम्बंधी प्रविष्टि में विनिर्दिष्ट आयकर परिमण्डलों, वाडों और जिलों में आयकर से निर्धारित सभी व्यक्तियों और आय के सम्बंध में आपना धर्म करेंगे।

अनुसूची

क्रम	रेज तथा प्रधान कार्यालय	आयकर परिमण्डल, वाडों और जिलों
1	2	3
1. अपीलीय सहायक आयुक्त "क" रेज, मद्रास।	1. नगर परिमण्डल-I, मद्रास 2. कम्पनी परिमण्डल-I, मद्रास 3. बेतन परिमण्डल-I, मद्रास 4. बेतन परिमण्डल-II, मद्रास। 5. वापसी परिमण्डल, मद्रास। 6. विदेश अनुभाग, मद्रास। 7. बेतन परिमण्डल, मद्रास।	
2. अपीलीय सहायक आयुक्त "ख" रेज, मद्रास।	1. नगर परिमण्डल-III, मद्रास। 2. नगर परिमण्डल-IV, मद्रास। 3. कम्पनी परिमण्डल-III, मद्रास 4. सं. शु. तथा आ. क. परिमण्डल, मद्रास। 5. सं. शु. तथा आ. क. परिमण्डल, घनैश्वर	
3. अपीलीय सहायक आयुक्त "ग" रेज, मद्रास।	1. विशेष जांच परिमण्डल-I से III, मद्रास। 2. केन्द्रीय परिमण्डल I से VII मद्रास 3. हुण्डी परिमण्डल-I, मद्रास 4. हुण्डी परिमण्डल-II, मद्रास 5. विशेष जांच परिमण्डल "क" और "ख", मद्रास।	
4. अपीलीय सहायक आयुक्त "घ" रेज, मद्रास।	1. कम्पनी परिमण्डल-II, मद्रास। 2. विल्लुपुरम परिमण्डल 3. टम्बरम् परिमण्डल 4. कोचीपुरम परिमण्डल 5. बेल्लोर परिमण्डल 6. ट्रस्ट परिमण्डल-I (1), मद्रास। 7. ट्रस्ट परिमण्डल-II (2), मद्रास।	

1	2	3
5. अपीलीय सहायक, आयुक्त "ङ", रंज, मद्रास।	1. नगर परिमण्डल 6, मद्रास। 2. नगर परिमण्डल 7, मद्रास। 3. कम्पनी परिमण्डल 4, मद्रास।	
6. अपीलीय सहायक, आयुक्त "च", रंज, मद्रास।	1. नगर परिमण्डल-2, मद्रास। 2. विशेष सर्वेक्षण परिमण्डल, मद्रास। 3. नागापट्टीनम परिमण्डल 4. कुम्भाकोणम परिमण्डल 5. थंजावुर	
7. अपीलीय सहायक, आयुक्त "छ", रंज, मद्रास।	1. नगर परिमण्डल 5, मद्रास। 2. कुददालपुर परिमण्डल 3. पाण्डिचेरी परिमण्डल	
8. अपीलीय सहायक, आयुक्त, तिरुचिंरापल्ली।	1. नगर परिमण्डल I और II तिरुचिंरापल्ली। 2. कम्पनी परिमण्डल, तिरुचिंरापल्ली 3. तिरुचिंरापल्ली परिमण्डल 4. ककर परिमण्डल 5. पुदुकोट्टई परिमण्डल	
9. अपीलीय सहायक, आयुक्त "क", रंज, मदुरै।	1. कम्पनी परिमण्डल, मदुरै 2. विशेष सर्वेक्षण परिमण्डल, मदुरै 3. विशेष परिमण्डल, मदुरै 4. सभी केन्द्रीय परिमण्डल, मदुरै 5. विशेष जांच परिमण्डल, मदुरै 6. अतिरिक्त विशेष परिमण्डल, मदुरै (अतःपूर्व) परिमण्डल (मदुरै)। 7. रामानाथ पुरम परिमण्डल (अतःपूर्व परिमण्डल) 8. इण्डोगुल परिमण्डल 9. काराईकुडी परिमण्डल 10. विरुडु नगर परिमण्डल।	
10. अपीलीय सहायक, आयुक्त "ख", रंज, मदुरै।	1. परिमण्डल I तथा II मदुरै। 2. सम्पदा शुल्क एवं आयकर परिमण्डल मदुरै। 3. विशेष परिमण्डल, मदुरै (अतःपूर्व ई. पी. डी. परि.) 4. तिरुनलवेली परिमण्डल 5. नगर कोर्टल परिमण्डल 6. तूतकोरिन परिमण्डल	
11. अपीलीय सहायक, आयुक्त, कोयम्बटूर।	1. नगर परिमण्डल I से III, कोयम्बटूर 2. कम्पनी परिमण्डल I से V कोयम्बटूर 3. विशेष सर्वेक्षण परिमण्डल, कोयम्बटूर 4. विशेष जांच परिमण्डल, कोयम्बटूर 5. बेतन परिमण्डल, कोयम्बटूर 6. केन्द्रीय परिमण्डल I तथा II, कोयम्बटूर 7. सं. शु. एवं आ. क. परि., कोयम्बटूर 8. तिरुपुर परिमण्डल, कोयम्बटूर 9. पोलाची परिमण्डल 10. ऊटकामुन्ड 11. कम्पनी परिमण्डल, सलेम 12. परिमण्डल-I सलेम	

1	2	3	1	2	3
	13. परिमण्डल-II, सलेम		2. Appellate Assistant Com-	1. City Circle III, Madras	
	14. कृष्णागिरि परिमण्डल		missioner, 'B' Range.,	2. City Circle IV, Madras,	
	15. एरोडे परिमण्डल		Madras.	3. Companies Circle III, Mad-	
	16. सलेम परिमण्डल			ras.	
	17. कोयम्बटूर परिमण्डल			4. ED-cum-IT Circle, Madras.	
	18. परिमण्डल-I, कोयम्बटूर	भतपूर्व		5. ED-cum-IT Circle, Thanja-	
	19. परिमण्डल-II, कोयम्बटूर	परिमण्डल	3. Appellate Assistant Com-	1. Spl. Invn. Circles I to III,	
	20. अत्याधिक लाभकर		missioner 'C' Range.,	Madras.	
	परिमण्डल, एरोडे		Madras	2. Central Circles I to XVII,	
	21. विशेष सर्वेक्षण परिमण्डल,			Madras.	
	कोयम्बटूर			3. Hundi Circle I, Madras.	
				4. Hundi Circle II, Madras.	
				5. Special Investigation Circles	
				A and B, Madras.	

2. जहाँ कहीं कोई आयकर परिमण्डल, वार्ड, जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज में अन्तरित कर दिया गया हो वहाँ उस आयकर परिमण्डल, वार्ड या जिला अथवा उसके किसी भाग में किए गए वर्ग-निर्धारणों में उत्पन्न होने वाली अपीलों और इस अधिसूचना की तारीख से तत्काल पूर्व, रेंज के उस अपीलीय सहायक के समस्त विचाराधीन पड़ी अपीलों, जिसके अधिकार क्षेत्र से उक्त आयकर परिमण्डल, वार्ड या जिला अथवा उसका कोई भाग अन्तरित किया गया हो, इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपीलीय सहायक आश्रित हो जाएगी और उसके द्वारा निपटाई जाएगी, जिसके अधिकार क्षेत्र में उक्त परिमण्डल, वार्ड और जिला अथवा उसका कोई भाग अन्तरित किया गया हो।

यह अधिसूचना दिनांक 1-3-87 से लागू होगी।

[सं. 7144 (फा. सं. 261/4/87-आ. क. न्या.)]

ए. के. गर्ग, अवर सचिव,
केन्द्रीय प्रत्यक्ष कर बोर्ड

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 21st March, 1987

INCOME-TAX

S.O. 1385—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes hereby direct that Appellate Assistant Commissioner of Income-tax of the Ranges Specified in Column (1) of the Schedule below shall perform their functions in respect of all the persons and Income assessed to Income-tax in the Income-tax Circles, Wards and Districts specified in the Corresponding entry in column (2) thereof excluding all persons and income assessed to Income Tax over which the jurisdiction vests in Commissioner of Income-tax (Appeals).

SCHEDULE

Sl. Range with Headquarters No.	Income-tax Circles, Wards or Districts.
1	2
1. Appellate Assistant Commissioner, 'A' Range, Madras.	1. City Circle-I, Madras. 2. Companies Circle I, Madras. 3. Salaries Circle I, Madras. 4. Salaries Circle II, Madras. 5. Refund Circle, Madras. 6. Foreign Section, Madras. 7. Salaries Circle, Madras.

2. Appellate Assistant Com-	1. City Circle III, Madras
missioner, 'B' Range.,	2. City Circle IV, Madras,
Madras.	3. Companies Circle III, Mad-
	ras.
	4. ED-cum-IT Circle, Madras.
	5. ED-cum-IT Circle, Thanja-
	vur.
3. Appellate Assistant Com-	1. Spl. Invn. Circles I to III,
missioner 'C' Range.,	Madras.
Madras	2. Central Circles I to XVII,
	Madras.
	3. Hundi Circle I, Madras.
	4. Hundi Circle II, Madras.
	5. Special Investigation Circles
	A and B, Madras.
4. Appellate Assistant Com-	1. Companies Circle II, Mad-
missioner, 'D' Range	ras.
Madras	2. Villupuram Circle.
	3. Tambaram Circle.
	4. Kancheepuram Circle.
	5. Vellore Circle.
	6. Trust Circle I(1) Madras.
	7. Trust Circle I(2), Madras.
5 Appellate Assistant Com-	1. City Circle VI, Madras
missioner, 'E' Range.	2. City Circle VII, Madras
Madras.	3. Companies Circle IV,
	Madras.
6. Appellate Assistant Com-	1. City Circle II, Madras.
missioner, 'F' Range,	2. Special Survey Circle,
Madras.	Madras.
	3. Nagapattinam Circle.
	4. Kumbakonam Circle.
	5. Thanjavur.
7. Appellate Assistant Com-	1. City Circle V, Madras.
missioner, 'G' Range,	2. Cuddalore Circle
Madras	3. Pondicherry Circle.
8. Appellate Assistant Com-	1. City Circle I & II, Tiruchi-
missioner, Tiruchirappalli	rapalli.
	2. Company Circle, Tiruchira-
	palli.
	3. Tiruchirappalli Circle.
	4. Karur Circle.
	5. Pudukottai Circle.
9. Appellate Assistant Com-	1. Company Circles, Madurai.
missioner, 'A' Range,	2. Special Survey Circles,
Madurai	Madurai.
	3. Special Circle, Madurai
	4. All Central Circles, Madurai,
	5. Special Investigation Circle
	Madurai
	6. Additional Special Circle,
	Madurai, Income-tax Circle
	(Erstwhile) Circle, Madurai
	7. Ramanathapuram Circle
	(Erstwhile Circle).
	8. Dindigul Circle.
	9. Karaikudi Circle.
	10. Virudhunagar Circle
10. Appellate Assistant Com-	1. Circles I & II, Madurai
missioner, 'B' Range,	2. Estate Duty-cum-Incometax
Madurai	Circle, Madurai.

1	2	3
		3. Special Circle, Madurai (Erstwhile EPT Circle).
		4. Tirunelveli Circle.
		5. Nagarcoil Circle.
		6. Tuticorin Circle.
11. Appellate Assistant Commissioner, Coimbatore.	1. City Circles I to III, Coimbatore.	
	2. Companies Circle I to V, Coimbatore.	
	3. Special Survey Circle, Coimbatore.	
	4. Spl. Investigation Circle, Coimbatore.	
	5. Salaries Circles, Coimbatore.	
	6. Central Circles I & II, Coimbatore.	
	7. ED-Cum-IT Circle, Coimbatore.	
	8. Tiruppur Circle, Coimbatore.	
	9. Pollachi Circle.	
	10. Ootacamund Circle.	
	11. Company Circle, Salem.	
	12. Circle, I Salem.	
	13. Circle II, Salem.	
	14. Krishnagiri Circle.	
	15. Erode Circle.	
	16. Salem Circle.	
	17. Coimbatore Circle.	
	18. Circle I, Coimbatore.	Erstwhile Circle
	19. Circle II, Coimbatore.	
	20. Excess Profits Tax Circle, Coimbatore/Erode.	
	21. Special Survey Circle, Coimbatore.	

Whereas the income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom the Income-tax Circle, Ward or District or part thereof is transferred shall from the date of this notification takes effect to be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

The Notification shall take effect from 1-3-87.

[No. 7144 (F. No. 261/4/87-ITJ)]

A.K. GARG, Under Secy.

Central Board of Direct Taxes.

नई दिल्ली, 20 अप्रैल, 1987

क्र. प्र. 1386.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 121-क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा बोर्ड की दिनांक 7-7-1978 की पूर्ववर्ती अधिसूचना सं. 2302 [फा. सं. 261/7/78-आ. क. (न्या.)], दिनांक 14-1-82 की अधिसूचना सं. 4413 (फा. सं. 261/27/81-आ. क. (न्या.)), दिनांक 14/15-9-84 की अधिसूचना सं. 5988 [फा. सं. 259/17/84-आ. क. (न्या.)] में प्राधिक संशोधन करते हुए तथा बोर्ड के पूर्ववर्ती आदेश सं. 6941/86- [फा. सं. 261/26/86-आ. क. (न्या.)] दिनांक 30-9-86

का अधिसूचना करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तंभ (1) में विनिर्दिष्ट अधिकार क्षेत्र के आयकर आयुक्त (अपील) स्तंभ (2) की तत्संबंधी प्रविष्टियों में विनिर्दिष्ट आयकर वाहों, परिमंडलों और जिलों में आयकर अथवा प्रतिकर वा न्याज कर से निर्धारित ऐसे व्यक्तियों के बारे में अपना कार्य निर्वहण करेंगे, जो आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खंड (क) से (ज) कंपनी (लाभ) अधिकार अधिनियम 1964 (1964 का 7) की धारा 11 की उपधारा (1) तथा न्याज कर अधिनियम 1974 (1974 का 45) की धारा 15 की उपधारा (1) में उल्लिखित किसी भी ऐसे आदेश से व्यतिरिक्त हैं और ऐसे व्यक्तियों या व्यक्तियों की श्रेणियों की सूची भी कार्य निर्वहण करेंगे, जिनके लिए बोर्ड ने आयकर अधिनियम, 1961 की धारा 246 की उपधारा (2) के खंड (1) के उपबंधों के अनुसार निदेश दिया है या भविष्य में निदेश दें।

अनुसूची

अधिकार क्षेत्र तथा प्रधान कार्यालय

आयकर बोर्ड/परिमंडल

1. आयकर आयुक्त, (अपील), भोपाल।

निम्नलिखित के क्षेत्राधिकार में आने वाले सभी वाहों/परिमंडल:

1. नि.स.आ., भोपाल रेंज, भोपाल
2. नि.स.आ., ग्वालियर रेंज, ग्वालियर
3. नि.स.आ., (क.नि.), ग्वालियर
4. नि.स.आ., (व.नि.) भोपाल
5. उज्जैन, रमलाम, खंडवा और देवास के सभी आयकर अधिकारी।

2. आयकर आयुक्त, (अपील), इंदौर।

निम्नलिखित के क्षेत्राधिकार के अन्तर्गत आने वाले सभी वाहों/परिमंडल:

1. नि.स.आ., रेंज I इंदौर
2. नि.स.आ., (क.नि.) इंदौर
3. नि.स.आ., रेंज-II, इंदौर (खंडवा के आयकर परिमंडलों को छोड़कर)
4. उज्जैन, रमलाम और देवास के आयकर परिमंडलों को छोड़कर, नि.स.आ., उज्जैन रेंज, उज्जैन।

3. आयकर आयुक्त, (अपील), जबलपुर।

आयकर आयुक्त, जबलपुर के क्षेत्राधिकार के अन्तर्गत आने वाले सं.शु. परिमंडली सहित सभी बोर्ड/परिमंडल।

* जहाँ कोई आयकर परिमंडल, वाह अथवा जिला अथवा रेंज अथवा उसका कोई भाग इस अधिसूचना द्वारा एक अधिकार क्षेत्र से किसी अन्य अधिकार क्षेत्र में अन्तर्गत कर दिया गया हो, वहाँ उस आयकर परिमंडल, वाह अथवा जिला अथवा रेंज अथवा उसके किसी भाग में किए गए निर्धारणों में उत्पन्न होने वाली और इस अधिसूचना की तारीख से तत्काल पूर्व, अधिकार क्षेत्र के उस आयकर आयुक्त (अपील) के समक्ष विचागधीन पड़ी अपील, जिसके अधिकार-क्षेत्र में आयकर परिमंडल, वाह अथवा जिला अथवा रेंज अथवा उसका कोई भाग अन्तर्गत किया गया हो, इस अधिसूचना के लागू होने की तारीख से अधिकारक्षेत्र के उस आयकर आयुक्त, (अपील) को अन्तर्गत की जाएगी और उसके द्वारा निपटाई जाएगी, जिसके अधिकार क्षेत्र में उस परिमंडल, वाह अथवा जिला अथवा रेंज अथवा उसका कोई भाग अन्तर्गत किया गया हो।

यह अधिसूचना दिनांक 15-4-1987 से लागू होगी।

[नं. 7248 (फा. नं. 261/9/87-आ. क. न्या.)

के पी. गंगुली, विशेष कार्य अधिकारी (न्या.)

केन्द्रीय प्रत्यक्ष कर बोर्ड

New Delhi, the 20th April, 1987

S.O. 1386 :—In exercise of the powers conferred by sub-section (1) of Section 121A of the Income-tax Act, 1961 (43 of 1961) and in partial modification of Board's earlier notification No. 2302 dated 7-7-1978 (F. No. 261/7/78-ITJ) No. 4413 (F. No. 261/27/81-ITJ) dated 14-1-82 No. 5988 (F. No. 261/17/84-ITJ) dated 14/15-9-84 and in supersession of Board's earlier order No. 6941/86 (F. No. 261/26/86-ITJ) dated 30-9-86, the Central Board of Direct Taxes hereby directs that the Commissioners of Income-tax (Appeals) of the changes specified in column (1) of the Schedule below, shall perform their functions in respect of such persons assessed to Income-tax or Sur-tax or Interest-tax in the Income-tax Wards, Circles and Districts specified in the corresponding entries in the column No. (2) thereof as are aggrieved by any of the orders mentioned in classes (a) to (h) of sub-section (2) of section 246 of the Income-tax Act, 1961 in sub-section (1) of Section 11 of the Companies' (Profits) Sur-tax Act, 1964 (7 of 1964) and in sub-section (1) of 15 of Interest Tax Act, 1974 (45 of 1974) and also in respect of such persons or classes of persons as the Board has directed or may direct in future in accordance with the provisions of clause (1) of Sub-section (2) of Section 246 of the Income-tax Act, 1961.

SCHEDULE

Charges with Headquarters	Income-tax Ward/Circles
1	2
1. Commissioner of Income-tax, (Appeals), Bhopal	All Wards/Circles falling within the Jurisdiction of : 1. IAC, Bhopal Range, Bhopal 2. IAC, Gwalior Range, Gwalior 3. IAC, (Asstt.), Gwalior 4. IAC (Asstt.), Bhopal 5. All ITOs at Ujjain, Ratlam, Khandwa and Dewas.
2. Commissioner of Income-tax, (Appeals), Indore	All Wards/Circles falling within the Jurisdiction of : 1. IAC, Range-I Indore 2. IAC, (Asstt.), Indore 3. IAC, Range-II, excluding IT. Circles of Khandwa 4. IAC, Ujjain Range, Ujjain excluding I. T. Circles of Ujjain Ratlam and Dewas
3. Commissioner of Income-tax, (Appeals), Jabalpur	All Wards/Circles including F.D. Circles falling within the jurisdiction of C.I.T. Jabalpur

Wherever an Income-tax Circle, Ward or District or Range or Part thereof stands transferred by this Notification from one charge to another charge appeals arising out of assessments made in that income-tax circle, wards or district or range, or part thereof and pending immediately before the date of this notification before the Commissioner of Income-tax (Appeals) of charge from whom the income-tax circle ward or district or range or part thereof is transferred shall from the date of this notification takes effect be transferred to and dealt with by the Commissioner of Income-tax (Appeals) of the charge to whom the said circle, ward or district or part thereof is transferred.

This notification shall take effect from 15-4-1987.

[No. 7248(F. No. 261/9/87-ITJ)
K.P. GANGULI, O.S.D.(J)
Central Board of Direct Taxes]

आर्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 12 मई 1987

का. भा. 1387.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के वित्त मंत्रालय, आर्थिक कार्य विभाग सं का. भा. 194(प्र) दिनांक 29 मार्च, 1982 की अधिसूचना को रद्द करते हुए, केन्द्रीय सरकार, बैंक ऑफ बड़ोदा के प्रमुख, पंचमहल-बड़ोदरा ग्रामीण बैंक के नाम से गुजरात राज्य में एक क्षेत्रीय ग्रामीण बैंक की स्थापना करती है जो इस राज्य के पंचमहल और बड़ोदरा जिलों की स्थानीय सीमाओं में कार्य करेगा।

[संख्या एक-1-2/86-आर. आर. बी.]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 12th May, 1987

S.O. 1387.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economic Affairs No. S.O. 194(E), dated 29th March, 1982, the Central Government, being requested so to do by the Bank of Baroda, establishes a Regional Rural Bank in the State of Gujarat under the name of Panchmahal-Vadodra Gramin Bank, which shall operate within the local limits of the Districts of Panchmahal and Vadodra in the State of Gujarat.

[No. F. 1-2/86-RRB]

नई दिल्ली, 15 मई, 1987

का. भा. 1388.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री एम. आर. घोष को जिनकी धारा 11 की उपधारा (1) के तहत नागालैण्ड हरल बैंक, कोहिमा के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 31-3-86 को समाप्त हो गयी है, 1-4-86 से प्रारम्भ होकर 4-3-1987 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एक-2-18/86 आर. आर. बी.]

New Delhi, the 15th May, 1987

S.O. 1388.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby re-appoints Shri S. R. Ghose whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31-3-86 as the Chairman of Nagaland Rural Bank, Kohima for a further period commencing from 1-4-86 and ending with 4-3-1987.

[No. F. 2-18/86-RRB]

का. भा. 1389.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन. आर. के. दास को नागालैण्ड हरल बैंक, कोहिमा का अध्यक्ष नियुक्त करती है तथा 5-3-87 से प्रारम्भ होकर 31-3-90 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एन. के. दास अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक-2-18/86-आर. आर. बी.]

S.O. 1389.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints

Shri S. K. Das as the Chairman of the Nagaland Rural Bank, Kohima and specifies the period commencing on the 5-3-87 and ending with the 31-3-90 as the period for which the said Shri S. K. Das shall hold office as Chairman.

[No. F. 2-18/86-RRB]

का. घा. 1390.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री एन. चन्द्रशेखर राव को जिनकी धारा 11 की उपधारा (1) के तहत श्री बैंकेश्वर ग्रामीण बैंक चित्तूर के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 31-3-1987 को समाप्त हो गयी है, 1-4-1987 से प्रारंभ होकर 31-3-1988 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ. 2-23/87-प्रार. प्रार. बी.]

S.O. 1390.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri N. Chandrasekara Rao whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31-3-1987 as the Chairman of Shri Venkateswara Gramina Bank, Chittoor for a further period commencing from 1-4-1987 and ending with 31-3-1988.

[No. F. 2-23/87-RRB]

का.आ. 1391.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री यशपाल गुप्ता को हिमाचल ग्रामीण बैंक, मंडी (हि. प्र.) का अध्यक्ष नियुक्त करती है तथा 4-3-87 से प्रारंभ होकर 1-3-88 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री यशपाल गुप्ता अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ 2/39/84-प्रार. प्रार. बी.]

S.O. 1391.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Yash Pal Gupta as the Chairman of the Himachal Gramin Bank, Mandi (H.P.), and specifies the period commencing on the 4-3-87 and ending with the 31-3-88 as the period for which the said Shri Yash Pal Gupta shall hold office as Chairman.

[No. F. 2-39/84-RRB]

नई दिल्ली, 19 मई, 1987

का. घा. 1392.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री के. अच्युत पाई को जिनकी धारा 11 की उपधारा (1) के तहत चिकमंगलूर कोडागु ग्रामीण बैंक, चिकमंगलूर के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 3-4-87 को समाप्त हो गयी है, 1-5-87 से प्रारंभ होकर 30-4-1988 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ-2-26/87-प्रार. प्रार. बी.]

New Delhi, the 19th May, 1987

S.O. 1392.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri K. Achutha Pai whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 30-4-87 as the Chairman of Chikmagalur Kodagu Gramina Bank, Chikmagalur for a further period commencing from 1-5-1987 and ending with 30-4-1988.

[No. F. 2-26/87-RRB]

का.भा. 1393.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री एम.एल. वाशनी को जिनकी धारा 11 की उपधारा (1) के तहत किसान ग्रामीण बैंक, बदायूँ (उत्तर प्रदेश) के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष की पहली अवधि 31-12-86 को समाप्त हो गई है, 1-1-1987 से प्रारंभ होकर 31-12-87 की समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ. 2-16/86-प्रार. प्रार. बी.]

S.O. 1393.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri M. L. Varshney whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31-12-86 as the Chairman of Kisan Gramin Bank, Badaun (Uttar Pradesh) for a further period commencing from 1-1-1987 and ending with 31-12-1987.

[No. F. 2-46/86-RRB]

नई दिल्ली, 20 मई, 1987

का.आ. 1394.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री बी. एल. चोपड़ा को जिनकी धारा 11 की उपधारा (1) के तहत शिवालिक क्षेत्रीय ग्रामीण बैंक, होशियारपुर (पंजाब) के अध्यक्ष के रूप में नियुक्ति की 4 वर्ष की पहली अवधि 31-3-1987 को समाप्त हो गई है, 1-4-1987 से प्रारंभ होकर 30-9-1987 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ. 2-48/85-प्रार. प्रार. बी.]

New Delhi, the 20th May, 1987

S.O. 1394.—In exercise of the powers conferred by sub-section (2) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri B. L. Chopra whose earlier tenure of four years appointment under sub-section (1) of section 11 had expired on 31-3-1987 as the Chairman of Shivalik Kshetriya Gramin Bank, Hoshiarpur (Punjab) for a further period commencing from 1-4-1987 and ending with 30-9-1987.

[No. F. 2-48/85-RRB]

का.घा. 1395.—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री एम. उरुकुण्डप्पा को जिनकी धारा 11 की उपधारा (1) के तहत जमुना ग्रामीण बैंक आगरा (उत्तर प्रदेश) के अध्यक्ष के रूप में नियुक्ति की तीन वर्ष और चार महीने की पहली अवधि 31-3-87 को समाप्त हो गई है, 1-4-87 से प्रारंभ होकर 31-3-1988 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ 2-47/86 प्रार.प्रार.बी.]

S.O. 1395.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby reappoints Shri M. Urukundappa whose earlier tenure of three years and four months appointment under sub-section (1) of section 11 had expired on 31-3-87 as the Chairman of Jamuna Gramin Bank, Agra (Uttar Pradesh) for a further period commencing from 1-4-1987 and ending with 31-3-1988.

[No. F. 2-47/86-RRB]

का.आ. 1396—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री वाई. पी. पुरी को जिनकी धारा 11 की उपधारा (1) के तहत कपूरथला फिरोजपुर क्षेत्रीय ग्रामीण बैंक, कपूरथला के अध्यक्ष के रूप में नियुक्ति की चार वर्ष की पहली अवधि 31-3-87 को समाप्त हो गई है, 1-4-1987 से प्रारम्भ होकर 30-9-1987 को समाप्त होने वाली अवधि के लिए उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एफ 2-46/85-आर.आर.बी.]

श्री ए. कुमार तेजयान, अवर सचिव

S.O. 1396.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby re-appoints Shri V. P. Puri whose earlier tenure of four years appointment under sub-section (1) of section 11 had expired on 31-3-87 as the Chairman of Kapurthala Firozpur Kshetriya Gramin Bank, Kapurthala for a further period commencing from 1-4-1987 and ending with 30-9-1987.

[No. F. 2-46/85-RRB]

P. K. TEJYAN, Under Secy.

नई दिल्ली, 18 मई, 1987

का.आ. 1397—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध दिनांक 11 मार्च, 1989 तक यूनाइटेड बैंक ऑफ इंडिया, कलकत्ता पर लागू नहीं होंगे जहाँ तक इन उपबन्धों का संबंध गिरवीदार के रूप में इस बैंक की मैसर्स एक्मे इलेक्ट्रो प्रा. लि. की चुकता शेयर पूंजी की 30 प्रतिशत से अधिक शेयर धारिता से है।

[एफ. सं. 15/5/87-बी ओ-III]

प्राण नाथ, अवर सचिव

New Delhi, the 18th May, 1987

S.O. 1397.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to United Bank of India, Calcutta for a period upto the 11th March, 1989 in respect of its holding of shares in excess of 30 per cent of the paid up share capital of M/s. Acme Electro Industries Pvt. Ltd. as pledgee.

[No. 15/5/87-B.O.-III]

PRAN NATH, Under Secy.

नई दिल्ली, 20 मई, 1987

का.आ. 1398—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) अधिनियम, 1970 के खण्ड 9 के उपखण्ड (2) के साथ पठित खण्ड 3 के

उपखण्ड (ख) (1) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री पंचाणन दे, विशेष सहायक, यूनाइटेड बैंक ऑफ इंडिया, बड़ा नगर शाखा, कलकत्ता को दिनांक 20 मई, 1987 से 19 मई, 1990 तक यूनाइटेड बैंक ऑफ इंडिया के निदेशक मंडल में निदेशक के रूप में नियुक्त करती है।

[सं. 15/1/84/आई.आर.]

सतपाल भाटिया, अवर सचिव

New Delhi, the 20th May, 1987

S.O. 1398.—In pursuance of sub-clause (b)(i) of clause 3, read with sub-clause (2) of clause 9, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, The Central Government hereby appoints Shri Panchanan Dey, Special Assistant, United Bank of India, Baranagar Branch, Calcutta as a Director on the Board of Directors of United Bank of India with effect from 20th May, 1987 to 19th May, 1990.

[No. 15/1/84-IR]

S. P. BHATIA, Under Secy.

नई दिल्ली, 21 मई, 1987

का.आ. 1399—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 के साथ पठित धारा 56 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर यह घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध गुलबर्गा डिस्ट्रिक्ट को-ऑपरेटिव सेन्ट्रल बैंक लिमिटेड, गुलबर्गा (कर्नाटक) पर इस अधिसूचना के सरकारी राजपत्र में प्रकाशित होने की तारीख से 30 जून, 1989 तक की अवधि के लिए लागू नहीं होंगे।

[एफ. सं. 8-1/87-ए.सी.]

के. पी. पाण्डियन, अवर सचिव

New Delhi, the 21st May, 1987

S.O. 1399.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of section 11 of the said Act shall not apply to the Gulbarga District Co-operative Central Bank Ltd., Gulbarga (Karnataka) from the date of publication of this notification in the Official Gazette to 30 June, 1989.

[F. No. 8-1/87-AC]

K. P. PANDIAN, Under Secy.

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th May, 1987

ERRATUM

S.O. 1400.—For the words and figures appearing in the Corrigendum to the Notification under Section 6(i) issued under Govt. of India's Notification No. 12016/31/82/Prod-II under S.O. No. 3871 dated. 15th November 1986 (Published in Govt. of India Gazette Part-II section 3(ii) page Nos. 4556 to 4558 dated. 15-11-1986).

(i) Village—Nadode

For			Read		
S. No.	H. No.	Area	S. No.	H. No.	Area
70	0	00-18-00	70	0	00-18-90
290 GI/87—2.					

(ii) Village—Nimbode

S. No.	H. No.	Area	S. No.	H. No.	Area
30	1	00-01-78	30	1	00-01-98
37	3	00-02-00	37	3	00-02-70
41	Pt	00-18-72	41	Pt	00-16-72

(iii) Village—Shirwali

S. No.	H. No.	Area	S. No.	H. No.	Area
35	1	00-03-50	35	1	00-03-60

G.S. PARTE., Competent Authority Bombay-Pune Pipeline Project, Pune.

[No. O-12016/31/82-Prod.]

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 21 मई, 1987

का.मा. 1401.—यतः केन्द्रीय सरकार को यह प्रतीत होना है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पूना तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइप लाईन हिन्दुस्तान पेट्रोलियम कारपोरेशन द्वारा बिछाई जानी चाहिए।

और, यतः, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एम्बुपावड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आदेश एतद्वारा घोषित किया है।

वर्णित कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड, बम्बई पुणे पाइप लाइन प्रोजेक्ट एम्.पी.सी. डिपो, प्रार.टी.प्रो. आफिस के सामने प्रार.बी.एम. रोड, पुणे-411001

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

गांव माने, तहसील मावल, जिला - पुणे

गांव	खमरा नम्बर	हिस्सा नम्बर	क्षेत्रफल है. प्रार.
साते	153		00 02 60
साते	154		00 15 40

अनुसूची

गांव मुढावरे, तहसील मावल, जिला पुणे

गांव	खमरा नम्बर	हिस्सा नम्बर	क्षेत्रफल है. प्रार.
मुढावरे	102	1	00 02 07

ह/ अपठनीय

संक्षेप अधिकारी,

बम्बई-पुना पाइप लाईन्स प्रोजेक्ट

[मं. ओ-12016/34/87-ओ एन जी-डी-4

New Delhi, the 21st May, 1987

S.O. 1401.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now therefore, in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipeline through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, HPC. Depot, Opposite to R.T.O. Office, R.B.M. Road, Pune :—411001.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Village : Sate	Tehsil : Maval	District : Pune
Village	Survey No. Hissa No.	Area H.A.
	Gat. No.	
State	153	00-02-60
	154	00-15-40

G.S. PARTE

Competent Authority
Bombay-Pune Pipeline
Project, Pune

SCHEDULE

Village : Sate	Tahsil : Maval	District : Pune
Village	Survey No. Hissa No.	Area H.A.
	Gat. No.	
Maundhavare	102 1	00-02-07

G.S. PARTE

Competent Authority
Bombay-Pune Pipeline
Project, Pune.

[No. O-12016/34/87-ONG-D4]

का.आ. 1402—यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 के उपधारा (1) के अधिन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ.सं. 3745 तारीख 20-10-86 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधिन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की वजह से और प्राकृतिक गैस प्रयोग में, सभी बाधाओं से मुक्त रूप से, घोषणा के प्रकाशन की इस तारीख को निहत होगा।

अनुसूची

कूपनं. -एन 87 से, नायका कालोनी तक पाइपलाइन बिछाने के लिये

राज्य गुजरात जिला खैरा, तालुका मातर

गांव	सर्वेनं.	हेक्टर	घर	सेंटियर्स
1	2	3	4	5
चलीन्द्रा	13	0	04	50
	14	0	03	00
	11	0	13	00
	9	0	13	50
	8/1	0	04	50
	8/2	0	07	50
	8/4	0	05	25
	8/6	0	06	00
	8/8	0	01	25
	8/9	0	03	50
	8/11	0	03	00
	214/1	0	01	00
	214/2	0	01	25
	214/3	0	01	50
	215/1	0	01	50
	215/2	0	01	50
	215/3	0	01	50
	215/4	0	02	50
	213	0	10	50
	209	0	09	00
	206/1	0	01	00
	206/2	0	04	00
	184/1	0	06	00
	186/6	0	01	00
	187/3	0	01	50
	193	0	06	50

1	2	3	4	5
	194/1	0	01	00
	192/1	0	06	00
	190/1	0	06	00
	173/1	0	09	00
	174	0	12	00
	132/1	0	06	00
	132/2	0	03	00
	129/1	0	10	00
	129/2	0	02	50
	142/3	0	05	00
	142/4	0	08	00

(सक्षम प्राधिकारी)

कृते गुजरात राज्य एरिया बडोवरा

[सं. ओ-12016/171/86/ओ एन.जी.जी-4]

पी.के. राजगोपालन, डैस्क अधिकारी

S.O. 1402.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 3735 dated 20-10-86 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1952 (50 of 1952), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further, whereas, the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further, in exercise of power conferred by sub-section (4) of the section the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from well No. N-87 to Naika Colony

State :- Gujrat District :- Kaira Taluka :- Matar				
Village	Survey No.	Hectare	Arc	Centi-arc
1	2	3	4	5
Chalindra	13	0	04	50
	14	0	03	00
	11	0	13	00
	9	0	13	50
	8/1	0	04	50
	8/2	0	07	50
	8/4	0	05	25
	8/6	0	06	00
	8/8	0	01	25
	8/9	0	03	50

1	2	3	4	5
	8/11	0	03	00
	214/1	0	01	00
	214/2	0	01	25
	214/3	0	01	50
	215/1	0	01	50
	215/2	0	01	50
	215/3	0	01	50
	215/4	0	02	50
	213	0	10	50
	209	0	09	00
	206/1	0	01	00
	206/2	0	04	00
	184/1	0	06	00
	186/6	0	01	00
	187/3	0	01	50
	193	0	06	50
	194/1	0	01	00
	192/1	0	06	00
	190/1	0	06	00
	173/1	0	09	00
	174	0	12	00
	132/1	0	06	00
	132/2	0	03	00
	129/1	0	10	00
	129/2	0	02	50
	142/3	0	05	00
	142/4	0	08	00

Competent Authority For Gujarat State Area
[No. O-12016/171/86-QNG-D4]
P.K. RAJAGOPALAN, Desk Officer

स्वास्थ्य और परिवार कल्याण मंत्रालय

स्वास्थ्य विभाग

एम.ई. (पी. जी.) डेस्क

नई दिल्ली, 29 अप्रैल, 1987

का.प्रा. 1403—केन्द्रीय सरकार, भविष्य निधि अधिनियम, 1925 (1925 का 19) की धारा 8 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम की अनुसूची में निम्नलिखित लोक संस्था का नाम जोड़ती है, अर्थात् :—

“राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली।”

[संख्या जड.-20026/3/85-एम.ई. (पी.जी.)]

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)
ME(PG) DESK

New Delhi, the 29th April, 1987

S.O. 1403.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule of the said Act, the name of the following public institutions, namely :—

“THE NATIONAL BOARD OF EXAMINATIONS,
NEW DELHI”

[No. Z-20026/3/85-ME(PG)]

का.प्रा. 1404—केन्द्रीय सरकार, भविष्य निधि, अधिनियम, 1925 (1925 का 19) की धारा 8 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त अधिनियम के उपबन्ध, राष्ट्रीय परीक्षा बोर्ड; नई दिल्ली के कर्मचारियों के फायदे के लिये स्थापित भविष्य निधि को लागू होंगे।

[संख्या जड.-20026/3/85-एम.ई. (पी.जी.)]

मन्त्री, उक्त अधिकारी

S.O. 1404.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the National Board of Examinations, New Delhi.

[No. Z-20026/3/85-ME(PG)]

S. K. MUKHERJEE, Desk Officer

नई दिल्ली, 21 मई, 1987

का.प्रा. 1405—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 की धारा 20 की उपधारा (1), (2) और (3) तथा भारतीय आयुर्विज्ञान परिषद् (स्नातकोत्तर आयुर्विज्ञान शिक्षा समिति) नियम, 1981 के नियम 4 के उपनियम (2) के अनुसरण में, डा. जी.जी. बिष्ट के स्थान पर, डा. जी.के. विश्वकर्मा को स्नातकोत्तर आयुर्विज्ञान शिक्षा समिति के एक सदस्य के रूप में नामनिर्दिष्ट करती है :—

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 20 की उपधारा (1), (2) और (3) के उपबन्धों के अनुसरण में, भारत सरकार के स्वास्थ्य मंत्रालय की अधिसूचना संख्या बी. 11019/1/85-एम.ई. (पी.) तारीख 18 सितम्बर, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “केन्द्रीय सरकार द्वारा नामनिर्दिष्ट” शीर्ष के अधीन अब 1 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित रखा जायेगा, अर्थात् :—

“डा. जी.के. विश्वकर्मा

महानिदेशक, स्वास्थ्य सेवा

नई दिल्ली।”

[संख्या बी.-11019/1/87-एम.ई. (नृति)]

शिव दयाल, उप सचिव

New Delhi, the 21st May, 1987

S.O. 1405.—Whereas the Central Government have in pursuance of sub-sections (1), (2) and (3) of section 20 of the Indian Medical Council Act, 1956 and sub-rule (2) of rule 4 of the Indian Medical Council (Post-graduate Medical Education Committee) Rules, 1981, nominated Dr. G. K. Vishwakarma vice Dr. D. B. Bisht, as member of the Post graduate Medical Education Committee.

Now, therefore, in pursuance of the provision of sub-sections (1), (2) and (3) of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India, Ministry of Health No. V. 11019/1/85-ME(P) dated the 18th September, 1985, namely :—

In the said notification, under the heading “nominated by the Central Government”, for item 1 and the entry relating thereto, the following shall be substituted, namely :—

“1. Dr. G. K. Vishwakarma,
Director General of Health Services,
New Delhi.”

[No. V. 11019/1/87-ME(P)]

SHIV DAYAL, Dy. Secy.

नई दिल्ली, 25 मई, 1987

आ. 1406—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (क) के उपबन्धों के अनुसार अनुसरण में श्री दिवाचन प्रदेन सरकार के परामर्श से डा. जी. के. भागवत, निदेशक, प्रधानाचार्य ? विरा पायी आयुर्विज्ञान महाविद्यालय को इस अधिनियम के तारीख 18 सितम्बर से भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में नामनिर्दिष्ट किया गया है।

डा. दिवाचन सरकार, उक्त अधिनियम, की धारा 3 का उपधारा 1) के उपबन्धों के अनुसरण में भारत सरकार के तत्पूर्व स्वास्थ्य मंत्रालय

की अधिसूचना संख्या का. भा. 138(सं. 5-13/59-एम I) तारीख 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा(1) के खण्ड (क) के अधीन नामनिर्दिष्ट" शीर्षक के नीचे क्रम सं. 21 और उसमें संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि रखी जाएगी, अर्थात् :-

"21. डा. वी. के. भार्गव,

निदेशक-प्रधानाचार्य,

इन्दिरा गांधी प्रायुर्विज्ञान महाविद्यालय, सिमला।

[संख्या बी. 11013/3/87-एम. ई. (पी.)]

शिव दयाल, उप सचिव

New Delhi, the 25th May, 1987

S.O. 1406.—Whereas in pursuance of the provision of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and with consultation with the Government of Himachal Pradesh, have

nominated Dr. V. K. Bhargava, Director-Principal, Indira Gandhi Medical College to be member of the Medical Council of India with effect from the issue of this notification.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health, No. S.O. 138 (No. 5-13/59-MI), dated the 9th January, 1960, namely :—

In the said notification, under the heading "nominated under clause (a) of sub-section (1) of section 3" for serial number 21 and the entry relating to the following serial number and entry shall be substituted, namely :—

"21.

Dr. V. K. Bhargava,

Director-Principal,

Indira Gandhi Medical College,

Simla.

[No. V-11013/3/87-ME (P)]

SHIV DAYAL, Dy. Secy.

कृषि मंत्रालय

(ग्रामीण विकास विभाग)

नई दिल्ली, 15 मई, 1987

का. भा. 1407—अखरोट श्रेणीकरण और चिह्नतांकन नियम, 1966 का संशोधन करने के लिए, कृषि नियमों का प्राव्य कृषि उन्नत (श्रेणीकरण और चिह्नतांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा तथा अतिरिक्त भारत के राजपत्र, भाग 2, खंड 3, उपखंड (i) तारीख 30 अगस्त, 1986 में भारत सरकार के कृषि मंत्रालय (ग्रामीण विकास विभाग) की अधिसूचना सं. गा. का. नि. 681 तारीख 8 अगस्त, 1986 के पृष्ठ 2401-2412 पर प्रकाशित किए गए थे जिनमें उन सभी व्यक्तियों से जिन्हें उक्त प्रमाणित होने की संभावना थी, उस तारीख से शिमकी उस राजपत्र की प्रतियां जिनमें उक्त अधिसूचना अतिरिक्त है, जनता को उपलब्ध करा दी जाती है, 45 दिन की अवधि के अवसान से पूर्व आदेश और सुझाव मांगे गए थे।

और उक्त राजपत्र 2 सितम्बर, 1986 को जनता को उपलब्ध करा दिया गया था;

और केन्द्रीय सरकार ने जनता से प्राप्त आक्षेपों/सुझावों पर सम्बन्धित विचार कर लिया है।

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अखरोट श्रेणीकरण और चिह्नतांकन नियम, 1966 का संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

नियम

1 इन नियमों का प्रतिष्ठा नाम अखरोट श्रेणीकरण और चिह्नतांकन (संशोधन) नियम, 1987 है।

2 ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

अखरोट श्रेणीकरण और चिह्नतांकन नियम, 1966 में—

(क) नियम 7 में:—

(i) खंड (क) में, मद (iii) के स्थान पर निम्नलिखित मद रखी जाएगी, अर्थात्:—

"(iii) मानक पैकेज 10 कि. ग्रा., 12.5 कि. ग्रा., 25 कि. ग्रा., 25 5 कि. ग्रा., 50 कि. ग्रा. या 51 कि. ग्रा. मकन भार के होंगे।"

(ii) खण्ड (ख) में:—

(क) मद (i) में "बक्कों" शब्द के स्थान पर निम्नलिखित शब्द रखे जाएंगे, अर्थात्:—

"बक्कों, गले के डिब्बों"

(ख) मद (ii) के स्थान पर, निम्नलिखित मद रखी जाएगी, अर्थात्:—

"(ii) मानक पैकेज 10 कि. ग्रा., 12.5 कि. ग्रा. या 25 कि. ग्रा. शुद्ध भार के होंगे।"

(ख) नियम 8 में:—

(i) खंड (i) में "करवरी और मार्च" शब्दों के स्थान पर क्रमशः निम्नलिखित शब्द रखे जाएंगे, अर्थात्:—

"जनवरी" और "फरवरी"

(ii) खंड (ii) के स्थान पर निम्नलिखित खंड रखा जाएगा, अर्थात्:—

“(iv) छिलकेदार और छिलके रहित दोनों अखरोटों का धूमन और आधानों का रोग निरोधक उपचार भारत सरकार के कृषि विपणन मलाहकार द्वारा समय-समय पर जारी किए गए अनुदेशों के अनुसार किया जाए, और प्रत्येक निर्यातित लाट की श्रावण निर्यातकर्ता या उसके अधिकारी द्वारा इस आणव्य का एक प्रमाण-पत्र, लवार्ड की तारीख से 15 दिन के भीतर, सबूत के रूप में उस अधिकारी के समक्ष जिसने श्रेणीकरण का सुसंगत प्रमाण-पत्र जारी किया है, प्रस्तुत किया जाएगा कि उक्त लाट को नियम 8 के खंड (iii) में यथा चिह्नित इस प्रयोजन के लिए भारत सरकार के कृषि विपणन मलाहकार द्वारा मान्यता प्राप्त धूमक द्वारा धूमित किया गया था।”

(ग) अनुसूची 2 के स्थान पर निम्नलिखित अनुसूची रखी जाएगी, अर्थात्:—

“अनुसूची-2”

(घ) अनुसूची 3 के स्थान पर निम्नलिखित अनुसूची रखी जाएगी, अर्थात्:—

“अनुसूची-3”

टिप्पण:—मूल नियम, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 11-6-86 के पृष्ठ 1683 में 1688 पर खाद्य, कृषि मानुषाधिक विकास और सहकारिता मंत्रालय (कृषि विभाग) की अधिसूचना सं. 15-13/66 ए.एम. तारीख 31-5-1986 द्वारा कृ. आ. सं. 1960 के रूप में अधिसूचित किए गए थे।

“अनुसूची-2

(नियम 3 और 4 देखें)

भारत में उत्पादित छिलकेदार अखरोट (जगलेंस रेजिया) के श्रेणी अभिधान और क्वालिटी की परिभाषा

श्रेणी अभिधान	आकार (न्यूनतम)	विशेष अपेक्षाएं : निम्नलिखित दोष वाले अखरोट के लिए सहायता सीमा	अस्पष्ट या आंतरिक दोष (अधिकतम)	स्पष्ट या सतही दोष* (अधिकतम)	साधारण अपेक्षाएं
1	2	3	4	5	
भारतीय श्रेष्ठ विशेष	32 मि. मी.	10 प्रतिशत जिसमें कड़े (मखन या कांठा) अखरोट 2 प्रतिशत से अधिक	15 प्रतिशत	अखरोट— (1) चातू-नर्व की फाटन के हो होंगे। (2) गुनिकमिन अखरोट तरह धूने या जिरजिन होंगे और देखने में स्पष्ट तथा आकर्षक होंगे और जमकीने छिलके वाले होंगे।	
भारतीय विशेष	30 मि. मी.	10 प्रतिशत जिसमें कड़े (मखन या कांठा) अखरोट 2 प्रतिशत से अधिक	15 प्रतिशत	(3) कृत्रिम रंगारि से मुक्त होंगे। (4) युक्तियुक्त रूप से इनने सूखे होंगे कि गंतव्य स्थान पर पहुंचने पर उन भार में कमी 1 प्रतिशत से अधिक न हो।	
भारत 1	26 मि. मी.	10 प्रतिशत जिसमें कड़े (मखन या कांठा) अखरोट 2 प्रतिशत से अधिक	15 प्रतिशत	(5) जीविन कीटों, भूंगकों, अंडों और नराना से मुक्त होंगे। (6) 90 प्रतिशत और उससे अधिक अखरोट अखरोट तरह टूट जाने चाहिए और उरने रुचिकर स्वाद और सुगामवाली गिरी निकलनी चाहिए।	
भारत 2	24 मि. मी.	10 प्रतिशत जिसमें कड़े (मखन या कांठा) अखरोट 2 प्रतिशत से अधिक	15 प्रतिशत	(7) अस्पष्ट या आंतरिक दोषों और कड़े (मखन या कांठा) या खोखले अखरोटों से उचित रूप से मुक्त होंगे। (8) स्पष्ट या सतही दोषों से उचित रूप से मुक्त होंगे।	
"X" श्रेणी	—	निश्चित आदेश के अनुसार	—	(9) स्पष्ट, अखरोट तरह श्रेणीकृत और बाह्य पदार्थों से उचित रूप से मुक्त होंगे।	

*छिलके के पतले क्षेत्र के 50 प्रतिशत से अधिक “खोखले धब्बों” वाले अखरोटों के लिए 5 प्रतिशत की अधिकतम सहायता अनुमान है।
टिप्पण:— सहायता की गणना करने के लिए सभी प्रतिशतता गिनती के आधार पर होगी।

परिभाषा:—

1. अस्पष्ट या आंतरिक दोष से काजान, तेल निस्सदन या निक्षरण, भूकड़ों या फकुदीप्रस्त, विकृत गंधिता, सिकुड़न, कीटनाशक, जीवसाधन और चूर्ण बनने (घाटे के रूप में) जैसे दोष अभिप्रेत हैं।

1	2	3	4	5
2. स्पष्ट या सतही बोध	से अविकसित आकार, अंशतः विकसित या निरूपित अखरोट अतिप्रस्त या दरारदार छिलके, टुकड़े या छिद्रित तेल के छब्बे, धूप से जले या बिजली के बिहूत रासायनिक विजन की अवशिष्टि और इसी प्रकार के दोषों जैसे बोध अभिप्रेत हैं।			
3. बाह्य पदार्थ	के अन्तर्गत जाला, छिनका कण, खोखले अवशेष कृतक मल, मानव बाल और ऐसे ही पदार्थ हैं।			
4. निश्चित आदेश	से क्रेता से वांछित उपज की क्वालिटी और मात्रा को उपदर्शित करने वाला आदेश अभिप्रेत हैं।			
5 "X" श्रेणी	से निश्चित आदेश में विनिर्दिष्ट क्वालिटी को लागू श्रेणी अभिधान अभिप्रेत है जो अनुसूची के अन्तर्गत नहीं आने और जो भारत सरकार के कृषि विपणन सलाहकार या उनके द्वारा इस निमित्त प्राधिकृत अधिकारी द्वारा अनुमोदित है।"			

अनुसूची - 3

(नियम 3 और 4 देखें)।

भारत में उत्पादित छिलके रहित अखरोट (गर्नैस रेजिया) के श्रेणी अभिधान और क्वालिटी की परिभाषाएं

क्रम सं.	श्रेणी अभिधान	रंग	आकार	विशेष	निम्नलिखित के लिए सहायता की अधिकतम सीमा	साधारण अपेक्षाएं	
		अपेक्षाएं	रंग	आकार	अन्य बोध		
1	2	3	4	5	6	7	
1.	भारतीय हल्के अर्ध	हल्का मक्खनिया या हल्का सुतहरा पीला	पूर्ण अर्ध	श्रेणी रंग से 10 प्रतिशत। गाढ़े रंग के जिनमें से 2 प्रतिशत से अधिक हल्के तृणमणि या हल्के भूरे से अधिक गाढ़े रंग के होंगे	इकान्ती 13 प्रतिशत जिनमें अत्यधिक गिरी टुकड़ों (बड़े) से छोटी नहीं होंगी	4 प्रतिशत	गिरियां-- (i) चालू फसल के अखरोटों से प्राप्त की जाएगी। (ii) खाने योग्य कृषिकर स्वाद और गुणवत्ता वाली होंगी। (iii) पैकिंग करते समय अखरोट के चूर्ण या आटे से मुक्त होंगी।
2.	भारतीय छोटे हल्के अर्ध	हल्का मक्खनिया या हल्का सुतहरा पीला	छोटे पूर्ण अर्ध	जैसा कि भारतीय हल्के अर्ध के लिए अधिकथित है	18 प्रतिशत गिरी जिनमें टुकड़ों (बड़े) से छोटे 5 प्रतिशत से अधिक नहीं होंगे और आकार से बड़ी गिरियां 8 प्रतिशत से अधिक नहीं होंगी बड़े आकार की गिरियां चौड़ाई या लंबाई में 26 मि.मी से अधिक नहीं होंगी।	1 प्रतिशत	(iv) गर्मचिन रूपा से संराधित अर्धत वसतापूर्वक सुखा गई होंगी ताकि वे गंतव्य स्थान पर अच्छी और ठीक दशा में पहुंचने और गंतव्य स्थान पर पहुंचने पर उनके भार में कमी। प्रतिशत से अधिक न हो सके।
3.	भारतीय हल्के चतुर्थांश	हल्का मक्खनिया या हल्का सुतहरा पीला	इकान्ती से अनुपात तक	जैसा भारतीय हल्के अर्ध के लिए अधिकथित है	13 प्रतिशत गिरियां जो इस श्रेणी के आकार के अनुरूप नहीं हैं जिनमें टुकड़े 1 प्रतिशत से अधिक न हों।	4 प्रतिशत	(v) भागतः या पूर्णतः सिक्के हुए या मुसगाए हुए, तिलयाए काने पत्रे, कुलमे हुए, धूप से जले हुए, कड़े द्वारा खाए, विकृत गंधों का हुए अत्यधिक तेल वाले या अस्वास्थ गंध या दोषयुक्त गिरियों से युक्तयुक्त रूप से मुक्त होंगे।
4.	भारतीय हल्के खंडित टुकड़े (बड़े)	हल्का मक्खनिया या हल्का सुतहरा पीला	इकान्ती से लेकर टुकड़े जो 7 मि.मी. की छलत्त में से नहीं निकलेंगे।	जैसा भारतीय हल्के अर्ध के लिए अधिकथित है	13 प्रतिशत गिरियां जो उप श्रेणी के आकार के अनुरूप नहीं हैं जिनमें टुकड़े 1 प्रतिशत से अधिक न हों।	1 प्रतिशत	(vi) निम्न और फर्फूरी युक्त टुकड़ों, तलों कृतक, मल, मानव बाल, जीवित नाशक जंतुओं, फुंसकों या अंशों, छिनके के टुकड़ों, लकड़ी के टुकड़ों, धूप और अन्य बाह्य पदार्थ से मुक्त होंगी।

1	2	3	4	5	6	7
5. भारतीय हल्के टुकड़े (छोटे)	हल्का मक्खनियां या हल्का भुनहरा पीला	पूर्ण रूप से अर्ध के एक चतुर्थांश से लेकर ऐसे टुकड़े जो 4.5 मि.मी. की छलनी में से नहीं निकलेंगे	जैसा भारतीय हल्के अर्ध के लिए अधिकथित है	पूर्ण अर्ध के एक चौथाई से बड़े टुकड़े जिसके अन्तर्गत टुकड़े (बड़े) भी हैं, 25 प्रतिशत से अधिक नहीं होंगे जिसमें टुकड़े 2 प्रतिशत से अधिक नहीं।	4 प्रतिशत	
6. भारतीय हल्के टुकड़े	हल्का मक्खनियां या हल्का भुनहरा पीला	टुकड़े	जैसा भारतीय हल्के अर्ध के लिए अधिकथित है	3 मि.मी. से छोटे टुकड़ों का 2 प्रतिशत	4 प्रतिशत	
7. भारतीय हल्के तुण-मणि अर्ध	हल्का तुणमणि पूर्ण अर्ध या हल्का भूरा	पूर्ण अर्ध	उम श्रेणी के रंग से 10 प्रतिशत गाढ़ा रंग जिसमें 2 प्रतिशत से अधिक तुण-मणि या भूरे (टैन) से गाढ़ा रंग होगा	जैसा कि भारतीय हल्के अर्ध के लिए अधिकथित है	4 प्रतिशत	
8. भारतीय हल्के तुण मणि चतुर्थांश	हल्का तुणमणि या हल्का भूरा	हफ्तानी से चतुर्थांश तक	जैसा कि भारतीय हल्के अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के चतुर्थांश के लिए अधिकथित है।	4 प्रतिशत	
9. भारतीय हल्के तुण-मणि खंडित टुकड़े (बड़े)	हल्का तुणमणि या हल्का भूरा	हफ्तानी से लेकर टुकड़े जो 7 मि.मी. की छलनी में से नहीं निकलेंगे	जैसा कि भारतीय हल्के तुणमणि अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के खंडित/टुकड़े (बड़े) के लिए अधिकथित है	4 प्रतिशत	
10. भारतीय हल्के तुणमणि टुकड़े (छोटे)	हल्का तुणमणि या हल्का भूरा	पूर्ण अर्ध का एक चतुर्थांश से लेकर टुकड़े जो 4.5 मि.मी. की छलनी में से नहीं निकलेंगे	जैसा कि भारतीय हल्के तुणमणि अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के टुकड़ों (छोटे) के लिए अधिकथित है	4 प्रतिशत	
11. भारतीय हल्के तुण-मणि टुकड़े	हल्का तुणमणि या हल्का भूरा	टुकड़े	जैसा कि भारतीय हल्के तुणमणि अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के टुकड़ों के लिए अधिकथित है	1 प्रतिशत	
12. भारतीय भूरे अर्ध	भूरा टैन या तुणमणि	पूर्ण अर्ध	भूरा (टैन) या तुणमणि और/या विवरण गिरियां 10 प्रतिशत अधिक गाढ़े रंग का	जैसा कि भारतीय हल्के अर्ध के लिए अधिकथित है	4 प्रतिशत	
13. भारतीय भूरा (टैन) या भूरे चतुर्थांश	भूरा (टैन) या तुणमणि	हफ्तानी से चतुर्थांश तक	जैसा कि भारतीय भूरे अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के चतुर्थांश के लिए अधिकथित है	4 प्रतिशत	
14. भारतीय भूरे खंडित टुकड़े (बड़े)	भूरा (टैन) या तुणमणि	हफ्तानी से लेकर टुकड़े जो 7 मि.मी. की छलनी में से नहीं निकलेंगे	जैसा कि भारतीय भूरे अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के चतुर्थांश के लिए अधिकथित है।	6 प्रतिशत जिसमें विरुद्ध गंधित तिलयाएँ और अखण्ड अक्षुब्ध गिरियां 4 प्रतिशत से अधिक हैं	
15. भारतीय भूरे टुकड़े (छोटे)	भूरा टैन या तुणमणि	पूर्ण रूप से अर्ध के एक चतुर्थांश से लेकर टुकड़े जो 4.5 मि.मी. की छलनी में से नहीं निकलेंगे	जैसा कि भारतीय भूरे अर्ध के लिए अधिकथित है	जैसा कि भारतीय हल्के टुकड़े (छोटे) के लिए अधिकथित है	4 प्रतिशत	

1	2	3	4	5	6	7
16. भारतीय भूरा (टैन) या भूरे टुकड़े	भूरा (टैन) या नृणमणि	टुकड़े	जैसा कि भारतीय भूरे भर्घ के लिए अधिकारित है	जैसा कि भारतीय टुकड़े टुकड़ों के लिए अधिकारित है	4 प्रतिशत	
17. *श्रेणी		निश्चित आदेश के अनुसार				

टिप्पण : 1. सभी सङ्ग्रह भाग के आधार पर संगणित की जाएगी।

2. बाह्य पदार्थ, जिसके अन्तर्गत लकड़ी के टुकड़े, भूसी, धूल, अश्वरोट का चूर्ण, चिक्के के टुकड़े आदि हैं, के लिए अधिकतम सङ्ग्रहता 0.25 प्रतिशत से अधिक नहीं होगी।
3. टुकड़ों (छोटे) की गिरियों के लाट युक्तियुक्त रूप से टुकड़ों से मुक्त होंगे और टुकड़ों के लाट बड़े और छोटे दोनों प्रकार के टुकड़ों और गिरियों के लघु कणों से युक्तियुक्त रूप से मुक्त होंगे।

परिभाषाएं :

पूर्ण भर्घ : पूर्णतः विकसित गिरियों के अक्षतिप्रस्त पुष्प बीजपत्र।

छोटे पूर्ण भर्घ : ऐसे पूर्ण भर्घ जिनका आकार चौड़ाई में या चौड़ाई में 24 मि.मी. से अधिक न हो।

भक्तानी : पूर्ण भर्घ की तीन चौड़ाई।

भतुषाण : पूर्ण भर्घ के अनुदैर्घ्य भर्घ।

टुकड़े (बड़े) : गिरियों के ऐसे टुकड़े जो 7 मि.मी. की छलनी में से नहीं निकलेंगे।

टुकड़े (छोटे) : पूर्ण भर्घ का एक भतुषाण से टुकड़ों से बड़े टुकड़े जो 4.5 मि.मी. की छलनी में से नहीं निकलेंगे।

टुकड़े : टुकड़ों (छोटे) से छोटी गिरियों के टुकड़े किन्तु वे 3 मि.मी. की छलनी में से नहीं निकलेंगे, छलाई के द्वारा प्राप्त या उसी रूप की गिरियों की विभिन्न श्रेणियों से बनाए गए।

अव्यवस्थित : भायत या पूर्णतः सिकुड़े या मुरझाए, निलयाए, कावे पड़े धुलसे हुए, धूप से जले हुए, कीड़े द्वारा खाए, विकृत गंधी, कड़ए, अत्यधिक लाल बाले या प्रस्ताव, गंदी या दोषयुक्त गिरियाँ।

*श्रेणी : निश्चित आदेश में विनिर्दिष्ट क्वालिफिकेशनों की लागू श्रेणी अधिधान जो उपर्युक्त अनुसूची के अन्तर्गत नहीं आते हैं और जो भारत सरकार के कृषि विपणन मन्त्रालय या उसके द्वारा इस निमित्त अधिकृत अधिकारी द्वारा अनुमोदित है।

[सं. 10-6/86-एम.-I]

भार. होरो, प्रवर सचिव

MINISTRY OF AGRICULTURE

(Department of Rural Development)

New Delhi, the 15th May, 1987

S.O. 1407.—Whereas certain draft rules to amend the walnut Grading and Marking Rules, 1966 were published as required by Section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), under the notification of the Government of India, Ministry of Agriculture (Department of Rural Development) number G.S.R. 681 dated the 8th August, 1986 at pages 2404-2412 in the Gazette of India, Part II, Section 3, Sub-section (i) dated the 30th August, 1986, inviting objections and suggestions from all persons likely to be affected thereby, before the expiry of the period of 45 days from the date on which the copies of the Gazette containing the said notification are made available to the public.

And whereas the said Gazette was made available to the public on the 2nd September, 1986 ;

And whereas the objections/suggestions received by the Central Government from the public have been duly considered;

Now, therefore, in exercise of the powers conferred by Section 3 of the said Act, the Central Government hereby makes the following rules to amend the Walnuts Grading and Marking Rules, 1965, namely :—

RULES

1. These rules may be called the Walnuts Grading and Marking (Amendment) Rules, 1987.

290-GI/87—3.

2. They shall come into force on the date of their publication in the Official Gazette.

3. In the Walnuts Grading and Marking Rules, 1966,—

(a) in rule 7,—

(i) in clause (a) for item (iii), the following item shall be substituted namely :—

“(iii) the standard packages shall be of 10 kilograms, 12.5 kilograms, 25 kilograms, 25.5 kilograms, 50 kilograms, 51 kilograms, gross weight”

(ii) in clause (b) :—

(a) in item (i) for the word “boxes”, the following words shall be substituted, namely :—

“boxes, cardboard cartons” ;

(b) for item (ii), the following item shall be substituted, namely :—

“(ii) The standard packages shall be of 10 kilograms, 12.5 kilograms, 25 kilograms, net weight”;

(b) in rule 8,

(i) in clause (i), for the words “February” and “March” the following words shall respectively be substituted, namely :—

“January” and “February”;

(ii) for the clause (iv), the the following clause shall be substituted, namely :—

“(iv) Fumigation of both in-shell and shelled Walnuts and prophylactic treatment of containers shall be undertaken in accordance with the instructions issued by the Agricultural Marketing Adviser to the Government of India and a certificate to this effect shall be produced by the exporter or his agent in respect of each exported lot to the officer who issued the relevant certificate of grading within 15 days from the date of shipment as a proof that the said lot was fumigated by the fumigator recognised for the purpose by the Agricultural Marketing Adviser to the Government of India as prescribed in clause (iii) of rule 8.”

(c) for Schedule II, the following Schedule shall be substituted, namely :—

“Schedule-II”

(d) for Schedule, III, the following Schedule shall be substituted, namely :—

“Schedule-III”

Note : Principal rules notified vide Notification No. 15-13/66-AM, dated the 31st May, 1966 of Ministry of Food, Agriculture, Community Development and Cooperation, (Department of Agriculture) at S.O. No. 1960 in Gazette of India, Part II, Section 3, Sub-section (ii) dated the 11th June, 1966 at pages 1683 to 1688.

SCHEDULE-II

(See rules 3 and 4)

Grade Designations and Definition of Quality of In-shell walnuts (*Juglans Regia*) Produced in India

Grade designation	Special requirements			General requirements
	Size (minimum)	Tolerance limit for nuts having		
		invisible of internal defects (Maximum)	visible of superficial defects @ (Maximum)	
1	2	3	4	5
Indian Super Special	32 mm	10 per cent of which stony nuts (hard or Katha) not to exceed 2 per cent	15 per cent	The walnuts shall :-- (1) be of current year crop only; (2) be well developed, well washed or bleached and present a clean and attractive appearance and have bright shells; (3) be free from artificial colouring; (4) be reasonably dry so that the loss in weight may not exceed 1 per cent on arrival at the destination; (5) be free from live pests, grubs, eggs and the like; (6) give 90 per cent and above good cracking and yield kernels of agreeable taste and aroma.
India Special	30 mm	10 per cent of which stony nuts (hard or Katha) not to exceed 2 per cent.	15 per cent	(7) be fairly free from invisible or internal defects and stony (hard or Katha) or empty nuts;
India-I	26 mm	10 per cent of which stony nuts (hard or Katha) not to exceed 2 per cent	15 per cent	(8) be fairly free from visible or superficial defects;
India-B	24 mm	10 pr cent of which stony nuts (hard or Katha) not to exceed 2 per cent	15 per cent	(9) be clean, well graded and fairly free from foreign matter.
'X' Grade		As per firm order		

@An additional tolerance of 5 per cent for nuts having “hull stains” not exceeding 50 per cent of shell surface area is allowed.
Note :—all percentages for calculating tolerance shall be on the basis of count.

Definitions :—

- (1) Invisible or internal defects :—mean defects like darkening, oil seepage or bleeding, mould or fungus attach, rancidity, shrivelling, insect pest infestation and powdering (meal formation).
- (2) Visible or superficial defects :—mean defects like undersized, partially developed or deformed nuts, damaged or cracked shell, splits or perforations, oil stains, sun burns or blight marks, residue or chemical bleached and the like.
- (3) Foreign matter :—includes cob-webs shell grits, hull remains, rodent excreta human hair and the like.
- (4) Firm order :—means order from the buyer indicating the quality and quantity of the produce desired.
- (5) 'X' Grade :—means Grade designation applicable to the qualities specified in the firm order which are not covered in the Schedule and approved by the Agricultural Marketing Adviser to the Government of India or an officer authorised by him in this behalf.

SCHEDULE-III

(See rules 3 and 4)

Grade Designations and Definitions of quality of Shelled Walnuts (*Juglans Regia*) Produced in India

S. No.	Grade designation	Special requirements			General requirements		
		Colour	Size	Maximum limits of tolerance for			
				Colour	Size	Other defects	
1	2	3	4	5	6	7	8
1.	Indian Light Halves	Light creamy or light golden yellow	Complete halves	10 per cent darker than grade colour of which not more than 2 per cent shall be darker than light amber or light tan.	Ecornee 13 per cent which shall not contain more than 5 per cent kernels smaller than pieces (large).	4 per cent	The kernels shall :— (i) be obtained from walnuts of current year crop only; (ii) be edible, having agreeable taste and aroma;
2.	Indian Special Small Light Halves	Light creamy or light golden yellow	Small complete halves	As laid down for Indian light halves	18 per cent kernels of which kernels smaller than pieces (large) shall not exceed 5 per cent and oversized kernels shall not exceed 6 per cent The oversized kernels shall not exceed 26 mm in breadth or length.	4 per cent	(iii) be free from walnut meal or flour at the time of packing. (iv) be properly cured that is, efficiently dried, so that they reach the destination in good and sound condition and loss in weight on arrival at destination may not exceed 1 per cent;
3.	Indian Light Quarters	Light Creamy or light golden yellow	Ecornee down to quarters	As laid down for Indian light halves	13 per cent of kernels not conforming to grade size of which crumbs not to exceed 1 per cent	4 per cent	(v) be reasonably free from partially or wholly shrunk or shrivelled, oil-bled, darkened, blighted, sun-burnt, wormeaten, rancid, bitter excessively oily or unpalatable, tainted, or blemished kernels;
4.	Indian Light Broken/Pieces (large)	Light creamy or light golden yellow	Ecornee down to pieces which shall not pass through 7 mm. sieve	As laid down for Indian Light Halves	13 per cent of kernels not conforming to grade size of which crumbs not to exceed 1 per cent	4 per cent	(vi) be free from disced and mouldy pieces, cobwebs, rodent excreta, human hair, live pests, grubs or eggs, shell grits, wood splinters, husk and other foreign matter.
6.	Indian Light Crumbs	Light creamy or light golden yellow	Crumbs	As laid down for Indian Light Halves.	2 per cent of pieces smaller than 3mm.	4 per cent	
7.	Indian Light Amber Halves	Light amber or light tan	Complete Halves	10 per cent darker than the grade colour of which not more than 2 per cent shall be darker than amber or brown (tan).	As laid down for Indian Light Halves	4 per cent	

1	2	3	4	5	6	7	8
8. Indian Light Amber Quarters	Light amber or light tan	Ecornee down to quarters	As laid down for Indian Light Amber Halves	As laid down for Indian Light Quarters	4 percent		
9. Indian Light Amber Broken/pieces (large)	Light amber or light tan	Ecornee down to pieces which shall not pass through 7 mm sieve.	As laid down for Indian Light Amber Halves	As laid down for Indian Light Broken/pieces (large)	4 percent		
10. Indian Light Amber pieces (small)	Light Amber or Light tan	One quarter of complete halves down to pieces which shall not pass through 4.5 mm sieve.	As laid down for Indian Light Amber Halves	As laid down for Indian Light Pieces (small)	4 percent		
11. Indian Light Amber Crumbs	Light Amber or light tan	Crumbs	As laid down for Indian Light Amber Halves	As laid down for Indian Light Crumbs	4 percent		
12. Indian Brown Halves	Brown (tan) or amber	Complete Halves	10 percent darker than Brown (tan) or amber and or off-coloured kernels	As laid down for Indian Light Halves.	4 percent		
13. Indian Brown Quarters	Brown (tan) or amber	Ecornee down to quarters	As laid down for Indian Brown Halves	As laid down for Indian Light Quarters	4 percent		
14. Indian Brown Broken/pieces (large)	Brown (tan) or amber	Ecornee down to pieces which shall not pass through 7 mm sieve.	As laid down for Indian Brown Halves	As laid down for Indian Light Quarters	6 percent of which rancid, oil-bled and unpalatable kernels not to exceed 4 per cent.		
15. Indian Brown Pieces (Small)	Brown (tan) or amber	One quarter of complete halves down to pieces which shall not pass through 4.5 mm. sieve	As laid down for Indian Brown Halves	As laid down for Indian Light Pieces (small)	4 percent		
16. Indian Brown Crumbs	Brown (tan) or amber	Crumbs	As laid down for Indian Brown Halves	As laid down for Indian Light Crumbs	4 percent		
17. 'X' Grade		As per firm order					

Notes :—1. All tolerances shall be calculated on the basis of weight.

2. Maximum tolerance for foreign matter which includes wood splinters, husk, dirt, walnut meal, shell pieces, etc., shall not exceed 0.25 per cent.

3. The Kernel lots of pieces (small) shall be reasonably free from "crumbs" and lots of "crumbs" shall be reasonably free from both large and small pieces and also from minute particles of Kernels.

Definitions :

Complete Halves

Small complete Halves

Ecornee

Quarters

Pieces (Large)

Piece (Small)

—Undamaged separate cotyledons of fully developed kernels.

—Complete halves of size not exceeding 24 mm either in length or breadth.

—Three quarters of complete halves.

—Longitudinal halves of complete halves.

—Pieces of Kernels which shall not pass through 7 mm sieve.

—One quarter of complete halves down to pieces larger than crumbs but they shall not pass through 4.5 mm sieve.

Crumbs	:—Pieces of Kernels smaller than pieces (small) but they shall not pass through 3 mm. sieve, obtained by sieving out or made from different grades of kernels of the same colour.
Other defects	:—Partially or wholly shrunken or shrivelled, oil-bled, darkened, blighted, sunrubs, worm eaten, rancid, bitter, excessively oily or unpalatable, tainted or blamished Kernels.
X Grade	:—Grade designation applicable to the qualities specified in the firm order which are not covered in the Schedule above and approved by the Agricultural Marketing Adviser to the Government of India or any officer authorised by him in this behalf.

[No. F-10-6/85-M.I.]

R. HORO, Under Secy.

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 20 मई, 1987

(पुरातत्व)

का.प्र. 1408 —केन्द्रीय सरकार ने भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं. का.प्र. 506 तारीख 19 जनवरी, 1986 द्वारा इससे उपायुक्त अनुसूची में विनिर्दिष्ट संस्मारक से पार्श्वस्थ क्षेत्र की सन्निर्माण के प्रयोजन के लिये विनियमित क्षेत्र घोषित करने के अपने आशय की सूचना दी थी और उक्त अधिसूचना की एक प्रति प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अभिलेख नियम, 1959 के नियम 31 के उप-नियम 1 के अधीन अभिलेख के अनुसार इस क्षेत्र के गिकट सहज दृश्य स्थान पर चिपका दिया गया था;

और उक्त राजपत्र अधिसूचना की प्रतियां 10 फरवरी, 1986 को जनता की उपलब्ध करा दी गई थी, और जनता से कोई आक्षेप प्राप्त नहीं हुआ;

अतः अब के केन्द्रीय सरकार उक्त नियमों के नियम 32 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त क्षेत्र को सन्निर्माण के प्रयोजनों के लिये विनियमित क्षेत्र घोषित करती है ।

अनुसूची

राज्य	जिला	तहसील	परिचय	संस्मारक का नाम	विनियमित घोषित जाने वाला राजस्व प्लॉट संख्यांक	क्षेत्र
1	2	3	4	5	6	7
उत्तर प्रदेश	देहरादून	देहरादून	सहस्रधारा मार्ग पर भयोई वाला ग्राम	कलंग संस्मारक	74/4	0.21 एकड़
स्वाभित्त			उक्त क्षेत्र में किसी आधुनिक सन्निर्माण, यदि कोई हो, का उपयोग		टिप्पणियां	
8			9		10	
प्रारम्भ			पूना पट्टी			

[सं. 2 बी/3/81-एम.]

DEPARTMENT OF CULTURE
(Archaeological Survey of India)
New Delhi, the 20th May, 1987
(Archaeology)

S.O. 1408.—Whereas by the notification of the Government of India in the Department of Culture (Archaeological Survey of India) No. S.O. 506, dated the 19th January, 1986, the Central Government gave notice of its intention to declare the area adjoining the monument specified in the schedule annexed hereto to be a regulated area for purpose of construction and a copy of the said notification was affixed

on a conspicuous place near the area as required under sub-rule (1) of rule 31 of the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 ;

And whereas the copies of the said Gazette notification were made available to the public on the 10th February, 1986.

And whereas no objections have been received from the public.

Now, therefore, in exercise of the powers conferred by rule 32 of the said rules, the Central Government hereby declares the said area to be regulated area for purpose of construction.

SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot number declared regulated	Area	Ownership	Details of modern structures if any, in the area.	Remarks
1	2	3	4	5	6	7	8	9	10
Uttar Pradesh	Dehradun	Dehradun	Village Adhohiwala on Sahesradhara Road.	Kalanga monuments	74/4	0.21 acres.	Private	Lime kiln	—

[No. 2B/3/81—M]

का.आ. 1408—केन्द्रीय सरकार ने, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) के अधीन जैसा अपेक्षित है उसके अनुसार, भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं. का.आ. 365 तारीख 16 जनवरी, 1986 द्वारा, जो भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 1 फरवरी, 1986 के पृष्ठ 418-19 पर प्रकाशित की गई थी, उक्त अधिसूचना की अनुसूची में विनिर्दिष्ट पुरातत्वीय स्थल और अवशेष को राष्ट्रीय महत्व का घोषित करने के अपने आशय की वी मास की सूचना दी थी और उक्त अधिसूचना की एक प्रति उक्त पुरातत्वीय स्थल के समीप एक सहजवृष्य स्थान पर लगा दी गई थी और उक्त राजपत्र की प्रतियां जनता को 3 फरवरी, 1986 को उपलब्ध करा दी गई थी,

और केन्द्रीय सरकार को जनता से कोई आशेष प्राप्त नहीं हुआ है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इससे उपावृत्त अनुसूची में विनिर्दिष्ट उक्त पुरातत्वीय स्थल और अवशेष को राष्ट्रीय महत्व का घोषित करती है ।

अनुसूची

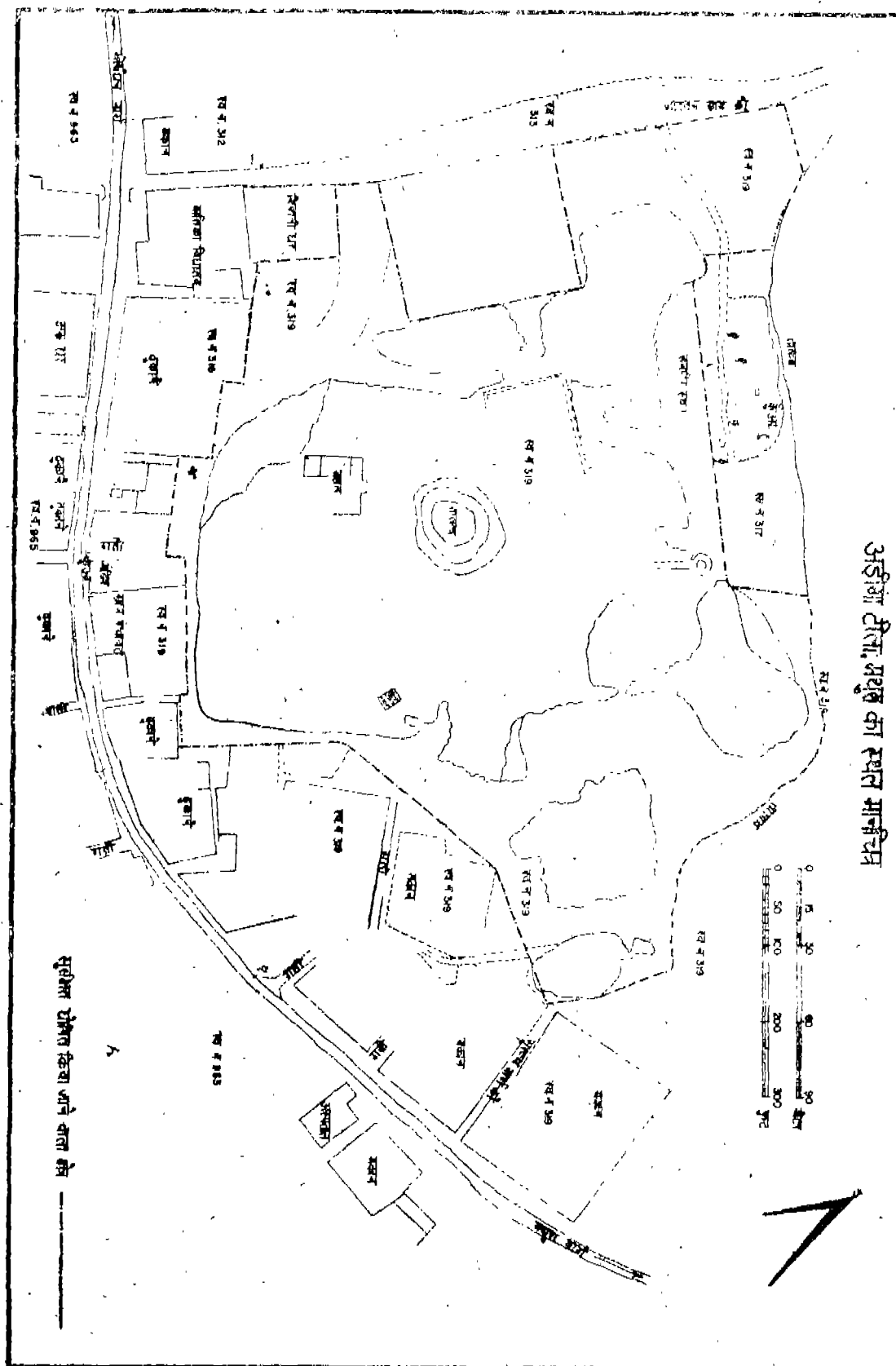
राज्य	जिला	तहसील	परिक्षेत्र	स्थल का नाम	संरक्षण के अधीन सम्मिलित किया जाने वाला राजस्थ प्लॉट संख्यांक	क्षेत्र
1	2	3	4	5	6	7
उत्तर प्रदेश	मथुरा	मथुरा	अडिगां ग्राम	प्राचीन टीला	नीचे संलग्न स्थल रेखांक में दर्शित रूप में सर्वेक्षण प्लॉट सं. 319 का भाग	16.82 एकड़
सीमा			स्वामित्व		टिप्पणियां	
8			9		10	

उत्तर—सर्वेक्षण प्लॉट सं. 317 और उसमें स्थित समाधि तथा सर्वेक्षण प्लॉट सं. 319 में का तलाब ।

पूर्व—सर्वेक्षण प्लॉट सं. 319 का शेष भाग और उग में स्थित घर ।

दक्षिण—सर्वेक्षण प्लॉट सं. 319 का शेष भाग और उसमें स्थित घर ।

पश्चिम—सर्वेक्षण प्लॉट सं. 313 और सर्वेक्षण प्लॉट सं. 319 का शेष भाग ।



S.O. 1409.—Whereas by the notification of the Government of India, Department of Culture (Archaeological Survey of India) No. S.O. 365, dated the 16th January, 1986 published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 1st February, 1986 at pages 418-419, the Central Government gave two months notice of its intention to declare the archaeological site and remains specified in the Schedule annexed to that notification to be national importance, and a copy of the said notification was affixed in a conspicuous place near the said archaeological site, as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas the copies of the said Gazette notification were made available to the public on the 3rd February, 1986;

And whereas no objections have been received from the public by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the said Act, the Central Government hereby declares the said archaeological site and remains specified in the Schedule annexed hereto to be of national importance.

SCHEDULE

State	District	Tehsil	Locality	Name of site	Revenue plot number included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Uttar Pradesh	Mathura	Mathura	Adinga village	Ancient mound	Part of survey plot No. 319 as shown on the site plan reproduced below	16.87 acres.	North.—Survey plot No. 317 and Samadhi situated there in and tank in survey plot No. 319. East.—Remaining portion of survey plot No. 319 and houses situated therein. South.—Remaining portion of survey plot No. 319 and houses situated therein. West.—Survey plot No. 313 and remaining portion of survey plot No. 319.	Gram Panchayat	—

का.मा. 1410.—केन्द्रीय सरकार की यह राय है कि हमसे उपाखण्ड अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं ;

अतः, अब, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है ;

ऐसे आक्षेप पर, जो इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारकों में हितबद्ध किसी व्यक्ति से प्राप्त होगा, केन्द्रीय सरकार विचार करेगी।

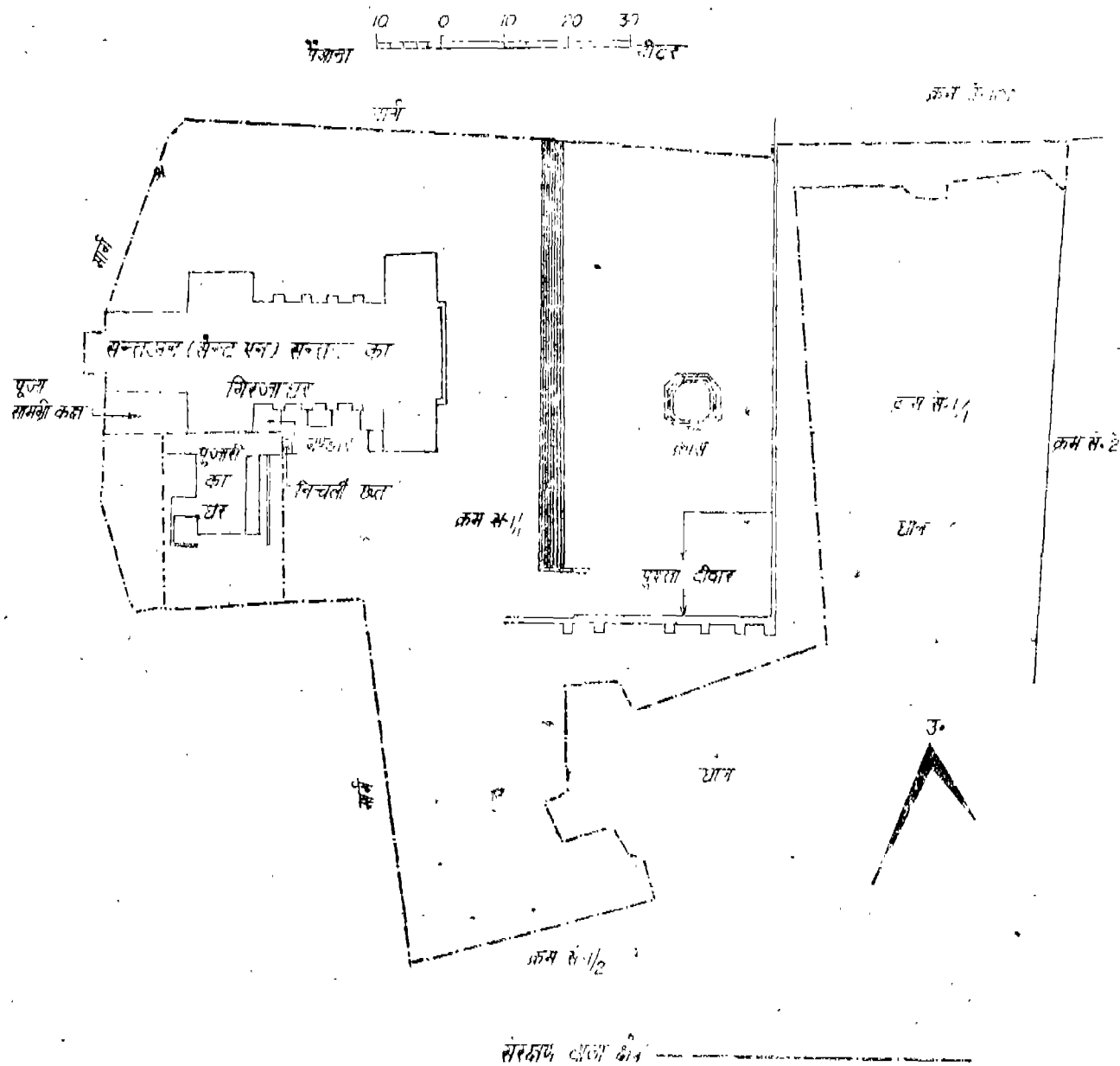
अनुसूची

राज्य	जिला	तहसील	परिच्छेद	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किया जाने वाला राजस्व प्लॉट संख्यांक	क्षेत्र
1	2	3	4	5	6	7
गोवा, वसण और दीव	गोवा	तीसवाडी	तालीसिम	सन्तघन चर्च (सेंट ऐन) नीचे विवेकित स्थल रेखांक में यथावशित वस्त्रालय के प्रथम तल को छोड़कर	सर्वेक्षण प्लॉट सं. 1/1 का भाग	1.0193 हेक्टर

सीमा	स्वामित्व	टिप्पणियाँ
8	9	10
उत्तर : सड़क और सर्वेक्षण प्लॉट सं. 107 पूर्व : सर्वेक्षण प्लॉट सं. 1/1 का शेष भाग दक्षिण : सर्वेक्षण प्लॉट सं. 1/2, सड़क और सर्वेक्षण प्लॉट सं. 1/1 के भाग में पुजारी का आवास पश्चिम : सड़क	तालीसिम का चर्च	चर्च के वस्त्रालय का प्रथम तल वाला भाग चर्च के पुजारी के अधिभाग में है।

सन्तारुन (सेन्ट एन) के गिरजाघर को संरक्षित पौराणिक स्मारक

तालुक: तिसवाडी, जिला-बी.आ.



[सं. 2/17/81-एम.]

रमेश चन्द्र त्रिपाठी, महानिदेशक/संयुक्त सचिव

S.O. 1410.—Whereas the Central Government is of the opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of

its intention to declare the said ancient monument to be of national importance;

Any objection which may be received within a period of two months from the publication of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

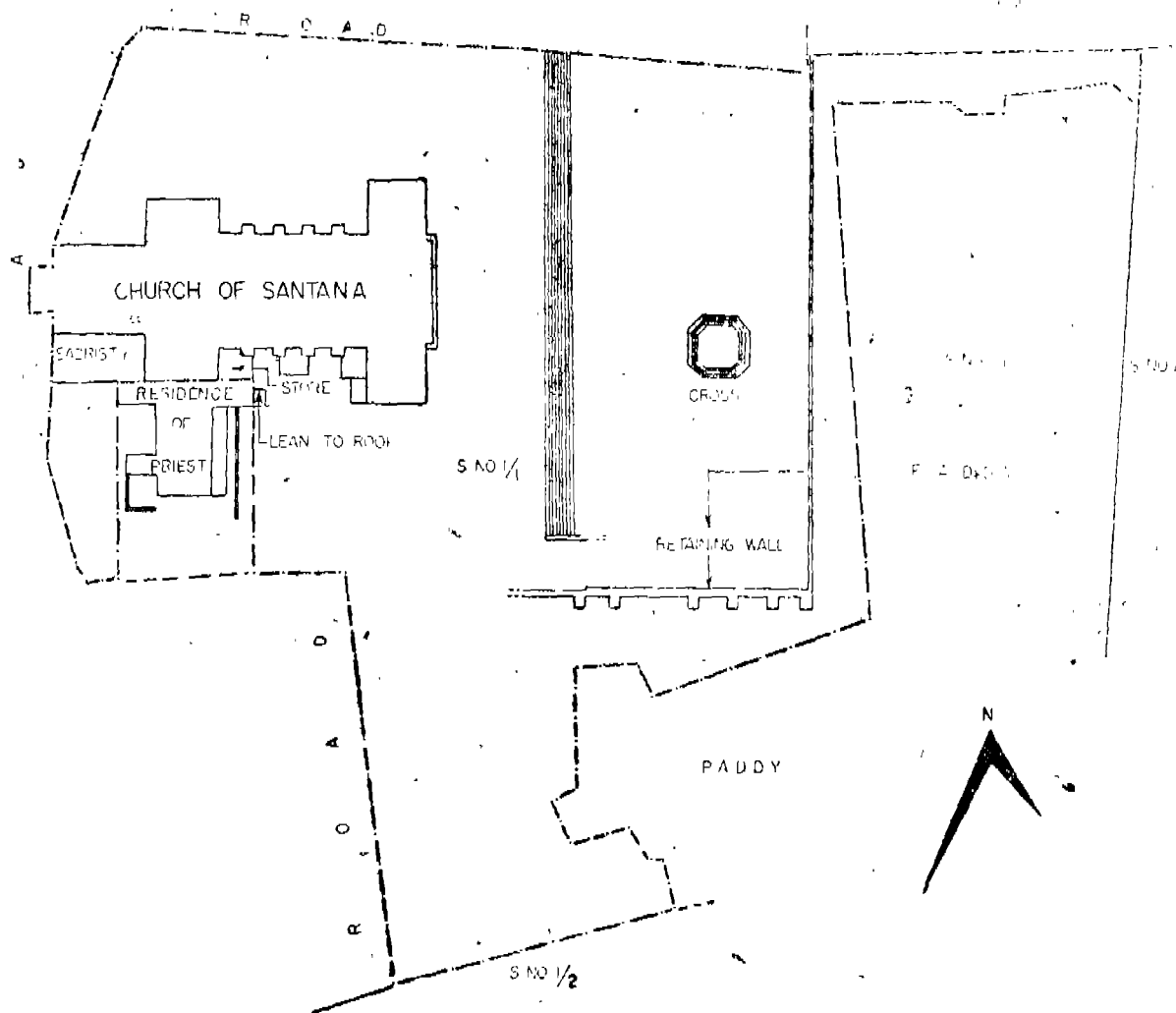
SCHEDULE

State	District	Tehsil	Locality	Name of monument	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Goa, Daman and Diu	Goa	Tiswadi	Talaulum	Santana Ana Church (St. Anne) excluding first portion of the sacristy as shown in site plan reproduced below	Part of survey plot No. 1/1	1.0193 hectares	North.—Road and survey plot No. 107 East.—Remaining portion of survey plot No. 1/1 South.—Survey plot No. 1/2, Road and residence of priest in part of survey plot No. 1/1 West.—Road	Church of Talaulum	First floor portion of the sacristy is occupied by the parish priest.

SITE PLAN - SHOWING CHURCH OF SANTANA (ST. ANNE)

TALUKA - TISWADI; DISTRICT - GOA

SCALE OF 10 0 10 20 30 METRES



AREA FOR PROTECTION

जल-भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 22 मई, 1987

(वाणिज्य नौवहन)

का.प्रा. 1411.—केन्द्रीय सरकार, वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 101 की उपधारा (2) के खंड (छ) के अनुसरण में भारत सरकार के भूतपूर्व नौवहन और परिवहन मंत्रालय की अधिसूचना सं. का.प्रा. 2473 तारीख 15 जुलाई, 1975 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना की अनुसूची में क्रम सं. 4 से संबंधित प्रविष्टियों "सप्ताह के छह दिन" शब्दों का लोप किया जायेगा।

[सं. एस. डब्ल्यू./एम डब्ल्यू एस-44/85-एमटी]

जे.सी. पंत, अपर सचिव

MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 22nd May, 1987

(Merchant Shipping)

S.O. 1411.—In pursuance of clause (g) of sub-section (2), of section 101 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby makes the following further amendment in the notification of the Government of India in the erstwhile Ministry of Shipping and Transport No. S.O. 2473, dated the 15th July, 1975, namely:—

"In the Schedule to the said notification, in the entries relating to Sl. No. 4, the words "six days a week" shall be omitted.

[No. SW/MWS-44/85-MT]

J. C. PANT, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 18 मई, 1987

का.प्रा. 1412.—केन्द्रीय न्यासी बोर्ड, कर्मचारी भविष्य निधि ने जो कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 5क के अधीन स्थापित एक नकाया है, उपबन्ध संदाय अधिनियम, 1972 (1972 का 39) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 5 की उपधारा (2) के अधीन छूट के लिये आवेदन किया है;

और केन्द्रीय सरकार की राय में, केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के अधीन, जो उपदान फायदों के संबंध में केन्द्रीय न्यासी बोर्ड के स्थापन के संबंध में लागू हैं उक्त स्थापन के नियमित कर्मचारियों को संदेय फायदा, उक्त कर्मचारियों को उससे कम अनुकूल नहीं है जो उक्त अधिनियम के अधीन प्रदान है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त स्थापन के ऐसे कर्मचारियों की, जो केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के अधीन उपदान के फायदे के लिये हकदार हैं, राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से, उक्त अधिनियम के उपबन्धों के प्रवर्तन में छूट देती है।

[संख्या एस-70019/1/85-एस.एस.-1(एस.एस.-2)]

MINISTRY OF LABOUR

New Delhi, the 18th May, 1987

S.O. 1412.—Whereas the Central Board of Trustees, Employees' Provident Fund, a body established under section 5A of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), has applied for exemption under sub-section (2) of section 5 of the Payment of Gratuity Act, 1972 (39 of 1972) (hereinafter referred to as the said Act);

And whereas in the opinion of the Central Government, the benefit of gratuity payable to the regular employees of the Central Board of Trustees under the Central Civil Service (Pension) Rules, 1972 as applicable to the employees of the said establishment with respect to gratuity benefits are not less favourable to the said employees than those conferred under the said Act;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 5 of the said Act, the Central Government hereby exempts the employees of the said establishment who are entitled to the benefit of gratuity under the Central Civil Service (Pension) Rules, 1972 from the operation of the provisions of the said Act from the date of publication of this notification in the Official Gazette.

[No. S-70019/1/85-SS. IV(SS. II)]

का.प्रा. 1413.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (ग) के अनुसरण में श्री अजीत सिंह के स्थान पर श्री के. सी. शर्मा, अपर सचिव, भारत सरकार, श्रम मंत्रालय, नई दिल्ली की कर्मचारी राज्य बीमा निगम के सदस्य के रूप में नामनिर्दिष्ट किया है;

अतः, जब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 545 (अ) दिनांक 25 जुलाई 1985 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, "(केन्द्रीय सरकार द्वारा धारा 4 के खंड (ग) के अधीन नामनिर्दिष्ट)" शीर्षक के नीचे मद 3 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात्:—

"श्री के. सी. शर्मा,
अपर सचिव,
भारत सरकार,
श्रम मंत्रालय,
नई दिल्ली।"

[संख्या यू.-16012/4/85-एस.एस.-1]

S.O. 1413.—Whereas the Central Government has, in pursuance of clause (c) of Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri K. C. Sharma, Additional Secretary to the Government of India, Ministry of Labour, New Delhi as a member of the Employees' State Insurance Corporation, in place of Shri Ajit Singh;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

In the said notification, under the heading "(Nominated by the Central Government under clause (c) of Section 4)", for the entry against Serial Number 3, the following entry shall be substituted, namely:—

SHRI K. C. SHARMA,
Additional Secretary to the Government of India,
Ministry of Labour,
Shram Shakti Bhawan,
New Delhi.

[No. U-16012/4/85-SS. I]

नई दिल्ली, 19 मई, 1987

का.प्रा. 1414:—उड़ीसा राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री मदन मोहन मोहंती के स्थान पर श्री बी. सी. पटनायक, सचिव उड़ीसा सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिये नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 545(अ), दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

“उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 21 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

“श्री बी. सी. पटनायक,
सचिव, उड़ीसा सरकार,
श्रम और रोजगार विभाग,
भुवनेश्वर”

[संख्या यू-16012/4/86-एस.एस.-1]

New Delhi, the 19th May, 1987

S.O. 1414.—Whereas the State Government of Orissa has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri B. C. Pattnaik, Secretary to the Government of Orissa to represent that State on the Employees' State Insurance Corporation, in place of Shri Madan Mohan Mohanty ;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 21, the following entry shall be substituted, namely :—

“Shri B. C. Pattnaik,
Secretary to the Government of Orissa,
Labour and Employment Department,
Bhubaneswar.”

[No. U-16012/4/86 SS. 1]

का.प्रा. 1415:—मेघालय राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री जे. एम. फिरा के स्थान पर श्री जे. एम. थांगखीव, सचिव, मेघालय सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिये नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 545(अ), दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 19 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

“श्री जे. एम. थांगखीव,
सचिव, मेघालय सरकार,
श्रम विभाग,
शिल्लोंग।”

[संख्या यू-16012/6/87-एस.एस.-1]

S.O. 1415.—Whereas the State Government of “Meghalaya has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri J. M. Thangkhiew, Secretary to the Government of Meghalaya to represent that State on the Employees' State Insurance Corporation, in place of Shri J. M. Phira ;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 19, the following entry shall be substituted, namely :—

“Shri J. M. Thangkhiew,
Secretary to the Government of Meghalaya,
Labour Department,
Shillong.”

[No. U-16012/6/87-SS. 1]

का.प्रा. 1416:—बिहार राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री प्रार. यू. सिंह के स्थान पर श्री बल्लभ शरण, सचिव, बिहार सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिये नामनिर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्रा. 545(अ), दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 10 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात् :—

“श्री बल्लभ शरण,
सचिव, बिहार सरकार,
श्रम रोजगार एवं प्रशिक्षण विभाग,
पटना।”

[संख्या यू-16012/5/87-एस.एस.-1]

S.O. 1416.—Whereas the State Government of Bihar has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri Ballabh Sharan, Secretary to the Government of Bihar to represent that State on the Employees' State Insurance Corporation, in place of Shri R. U. Singh ;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour, S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 10, the following entry shall be substituted, namely :—

“Shri Ballabh Sharan,
Secretary to the Government of Bihar,
Department of Labour, Employment and Training,
Patna.”

[No. U-16012/5/87-SS. 1]

नई दिल्ली, 20 मई, 1987

का.प्रा. 1417:—केन्द्रीय सरकार, ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 8 के खण्ड (ख) के अनुसरण में श्री अजीत सिंह के स्थान पर श्री के. सी. गर्मा, अपर सचिव, भारत

सरकार, श्रम मंत्रालय, नई दिल्ली की कर्मचारी राज्य बीमा निगम की स्थायी समिति के सदस्य के रूप में नामनिर्दिष्ट किया है;

अतः, अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 8 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 5290 दिनांक 4 नवम्बर, 1946 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, “(केन्द्रीय सरकार द्वारा धारा 8 के खण्ड (ख) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 2 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात्:—

“श्री के. सी. शर्मा,
घरपर सचिव,
भारत सरकार,
श्रम मंत्रालय,
नई दिल्ली।”

[संख्या यू-16012/4/85-एस.एस.-1]

New Delhi, the 20th May, 1987

S.O. 1417.—Whereas the Central Government has, in pursuance of clause (b) of the section 8 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri K. C. Sharma, Additional Secretary to the Government of India, Ministry of Labour, New Delhi as a member of the Standing Committee of the Employees' State Insurance Corporation, in place of Shri Ajit Singh;

Now, therefore, in pursuance of section 8 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. 5290, dated the 4th November, 1986, namely:—

In the said notification, under the heading “(Nominated by the Central Government under clause (b) of section 8)”, for the entry against Serial Number 2, the following entry shall be substituted, namely:—

“Shri K. C. Sharma,
Additional Secretary to the Government of India,
Ministry of Labour,
New Delhi.”

[No. U-16012/4/85-SS-I]

नई दिल्ली, 21 मई, 1987

का. प्र. 1418:—मैसर्स जिला सहकारी केन्द्रीय बैंक संयोजित, हीसगाबाव, (म.प्र./1105) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उपधारा 2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहजक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रचालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संवाय आदि भी है, होने वाले सभी व्ययों का बटन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संचय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संभवे होनी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टी की प्रतिक के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संवाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किये गये किसी व्यक्तिकम की वशा में उन मूल सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके कर्त्तव्य नाम निर्दिष्टियों/विविध वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वर्ष में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/49/87-एस. एस.-2]

New Delhi, the 21st May, 1987

S.O. 1418.—Whereas Messrs. Jila Shakari Kendriya Bank Marydi, Hoshangabad (Madhya Pradesh) (MP/1105) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. Where, for any reason, the employer fails to pay the premium etc., within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

12. In case of default, if any made by the employer in payment of premiums, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

13. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No S. 35014/49/87-SS.II]

का. प्रा. 1419.—मैसर्स जैन मेटल कार्पोरेशन, 16-बी (2) हैवी इंडस्ट्रियल एरिया जोधपुर-1 (प्रा. जे./3690) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिलाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक प्रतिकूल हैं जो कर्मचारी निश्चय सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायधन अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान, को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखता तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के अन्तर्गत के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभाओं संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(50)/87-एस. एस.-2]

S.O. 1419.—Whereas Messrs. Jain Metal Components, 16-B (II) Heavy Industrial Area, Jodhpur-342001 (RJ/3690) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed, hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is in his establishment, the employer shall immediately register him as a member of the Group Insurance Scheme and pay the necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme is less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/50/87-SS.H]

का. आ. 1420.—मैसर्स साबू फौनडर्स, ई-25 मरुधर इंडस्ट्रियल एरिया, बसनी फेस-2 जीधर (आर.जे./3702) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सब उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड-क के अधीन समय समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रकाशन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जायेगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तथा उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में

उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त जिसकी स्थापन की भविष्य निधि का यह ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती है जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुविधित करेगा।

[संख्या एस-35014 (61)/87-एस.एस.-2]

S.O. 1420.—Whereas Messrs. Saboo Founders, E 25, Marudhar Industrial Area, Basni, Ind Phase, Jodhpur (RJ/3702) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government; and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme; appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/51/87-SS.II]

का.प्र. 1421.—मैसर्स दिग्गज फेब्रिकम (प्रा.) लि. 12-बी, हैवी इंडस्ट्रीयल एरिया जोधपुर (भार. जे. /2855) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुराने अभिदाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे देखा रहेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास का समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि की है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और अब कभी-कभी उनमें संशोधन किया जाये, तब उस संशोधन का प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजन-सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम सुरक्षित रखे करेगा और उसका बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति-क्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(52)/87-एस.एस-2]

S.O. 1421.—Whereas Messrs. Digjam Fabrics (Private) Limited, 12-B, Heavy Industrial Area, Jodhpur (RJ/2655) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee, or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. आ. 1422—मैसर्स—टोसनीवाल सेंसर्स प्रा. लि. 222ए/11, कुन्दन नगर, अजमेर-305007 (घार. जे./347) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी मुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रयापन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरोक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, इसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की सदस्य करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्वाहियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किन्तु संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययमत्त हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो वह छूट नहीं गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उन्मूलन नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन घाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[संख्या एन-35014(53) 87-एस. एस.-2]

S.O. 1422.—Whereas Messrs Toshniwal Sensors Pvt. Limited 22A/11, Kundan Nagar, Ajmer-305007 (RJ/347) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1975 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that, the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(53)]87-SS II]

नई दिल्ली, 25 मई, 1987

का. प्रा. 1423—मैसर्स आर्चन इंटरप्राइजिज; 12-ए, टैक्सी हब्स ब्लॉक, एरिया, जोधपुर-3 (प्रा. जे./1884) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे

उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हीं अनुवृत्त हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इसके उपायध्वनित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐतः विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्डक के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रचालन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समान रूप में वृद्धि किये जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुवृत्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां कि संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण व्यक्त करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कितना रूति में कम हो जाते हैं, तो यह रह जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करे, प्रभियोग का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, कूट रह जा सकती है।

11. नियोजक द्वारा प्रभियोग के संदाय में किये गये किसी व्यक्तिगत की वशा में उन मृत सदस्यों के नाम निर्विशेषियों या विशिष्ट वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होने। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्विशेषियों/विशेष वारिसों को बीमाउत्तर स्कीम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत स्कीम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/54/87-एस एस-2]

New Delhi, the 25th May 1987

S.O. 1423.—Whereas Messrs. Adarsh Enterprises—12A, Heavy Industrial Area, Jodhpur (RJ/1884) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities, for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, of the benefits available to the employees

under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/54/87-SS. II]

का. प्रा. 1424.—संसर्ग भिलावाड़ा जिला दुग्ध उत्पादक सहकारी संघ लि., 5 कि. मी. अजमेर रोड, भिलावाड़ा (प्रा. जे./2271) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिलाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिवाय या प्रभियोग का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सापेक्षिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेल्य हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

प्रमुखी

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण

के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-अ के खण्डक के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभावों, संदाय प्राप्ति भी है, होने वाले सभी व्ययों का बटन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के मूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक अवस्थाक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है, तो, छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम का अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक

वारिसों को बीमाकृत रकम का संदाय उत्तरदा से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन.-35014(55)/87 एन. एन.-2]

S.O 1424.—Whereas Messrs. Bhilawar Zila Dugdh Utpadak Sahkari Sangh Limited, 5 K.M. Ajmer Road, Bhilwar (RJ2271) (hereinafter referred to as the said establishment) have applied for exemption, under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions, specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and

where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/35/87-SS. II]

का.ग्रा. 1425:—मैसर्स राजहंस इन्डस्ट्रीज, प्राइवेट लि., ए-2, इंडस्ट्रियल इस्टेट, जोधपुर (आर.जे./1243) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रदत्त हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्डक के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रश्नारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा।

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4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभव हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक, उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और प्रालिप्सी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(56)/87-एस.एस-2]

S.O. 1425.—Whereas Messrs. Rajhans Industries (P) Limited, A-2, Industrial Estate, Jodhpur (RJ/1243), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions

Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation, of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(56)] [87-SSII]

का.प्र. 1426 —समस्त आनन्द टोवैको प्रोटेक्टम एम.जी. रोज कोराप्रलबल मंगलूर-3 (के.एन/6638), (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और पकीर्ण उप-बन्ध अधिनियम, 1952 का 17 (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उक्त फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क धारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में निम्नलिखित प्रावधानिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करना जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक साल की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा क-3 के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुसूचित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा।

जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अर्थात् उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी वारंट के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वारा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के त्रिधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संगोष्ठन प्रारम्भिक अवधि निधि आयुक्त, कर्नाटकों के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संगोष्ठन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक अवधि निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक, उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदेय करने में असफल रहता है और पलिसी को ब्यवगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशनियों या त्रिधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होने। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/त्रिधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिष्ठित करेगा।

[संख्या एस-35014/57/87-एस एस-2

S.O. 1426.—Whereas Messrs. Ananda Tobacco Products, M.G. Road, Kodialbail, Mangalore-3 (KN/6638), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(57)/87-SS. II]

का प्रा. 1427—संक्षेप—श्री जयपुर उद्योग लि. को प्रा. माह-नगर सवाईमाधोपुर (प्रा. जेड/262) (जिसे हमें हमारे पत्रात् उस स्थापन कहा गया है) ने कर्मचारी अवधि निधि और प्रकीर्ण उपबन्ध अतिथि, 1952 का 17 (जिसे हमें हमारे पत्रात् इस अधिनियम कहा गया है) की धारा 17 की उपधारा 2 के अधीन छूट देने जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उनके स्थापन के कर्मचारी, किसी पक्षक अधिधाय या प्राविश्य का संदाय किये बिना ही, भारतीय जीवन बीमा निगम का सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय मन्त्रालय बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपासक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसा विवरणियां भेजेगा और ऐसा लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 1-क के खण्ड-क के अधीन समय समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्राविश्य का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी हैं, होने वाले सभी व्ययों का बटन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और अब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के मूकता पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रविश्य भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बताये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/तान निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी राशायन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना इच्छित साधन करने का मुक्तिपूक्त प्रस्ताव देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पट्टेन अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्ति होने वाले फायदे किसी राशि में कम हो जाते हैं तो यह रद्द का जा सकता है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्राविश्य का संदाय करने में असफल रहता है और प्राविश्य को व्ययगत हो जाने दिया जाता है तो, छूट रद्द का जा सकता है।

11. नियोजक द्वारा प्राविश्य का संदाय में किये गये किसी व्ययक्रम का दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई क्षान तो, उक्त स्कीम के अन्तर्गत होता। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बामाहृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बामाहृत रकम प्राप्ति होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/(58)/87-एनएस-2]

S.O. 1427.—Whereas Messrs. The Jaipur Udyog limited, P.O. Sahunagar, Shwaimadhapur (Rajasthan) (RJ.262), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of

an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees, to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(58)/87-SS II]

का.मा.1438—मेनमें बाटलीबाज इंजीनियर्स (बंगलूर) प्रा.नि. 99/2 एण्ड 99/3, एन.आर.रोड, बंगलूर (के.एन./1972) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुसूक्त हैं जो कर्मचारी निरोध सत्रवद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूक्त है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा पूर्व शर्तों का प्रयोग करने हुए, यीं हममें उक्त अनुसूक्तों में विनिर्दिष्ट शर्तों के अधीन रहा हुए, उक्त स्थापन को जीवन बीमा अधिनियम के तहत उक्त स्कीम के अधीन उक्त स्कीम में छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि पत्र, कर्नाटका को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा

नियोजक के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे नियोजन पत्रों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर मसौदा करेगा जो केन्द्रीय सरकार उक्त अधिनियम, की धारा 17 की उपधारा 2क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभाव में, नियोजक अनिवार्य लेखाओं का रखा जाता विवरणों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, नियोजन पत्रों का संदाय आदि भी है, होने वाले सभी व्ययों का बतन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जो कर्मचारी उक्त स्कीम में संगठित किया जाये, तब उन संगठन की प्रति तथा कर्मचारियों की अनुसूचियों की भाषा में उक्त सूच्यता का अनुवाद स्कीम के सूच्य पत्र पर प्रेषित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पड़ने का सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम नुस्त दत्त करेगा और उक्त स्कीम के अधीन प्रीमियम भुगतान करेगा जो बीमा निगम की संमत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उक्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उक्त फायदों में सम्मिलित रूप में सूचित किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उक्त फायदे उन फायदों से अधिक अनुसूक्त हो जो उक्त स्कीम के अधीन अनुसूक्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उक्त स्कीम से कम है जो कर्मचारी की उक्त स्कीम में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस, नाम निवृत्ति का प्रति-कर के रूप में उक्त स्कीम के अधीन के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटका के पूर्व अनुमोदित के बिना नहीं किया जाएगा और नही किया संगठन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की अगता वृत्ति का स्पष्ट करने का सुनिश्चन अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का उन सामूहिक बीमा स्कीम के निवे स्थापन पड़ने आता हुआ है अधीन नहीं रह जायेगा इस स्कीम के अधीन कर्मचारियों का प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रह जा सकती है।

10. यदि किसी कारणवश नियोजन उक्त नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में अक्षम रहता है और पारितोष का व्यवसाय हो जाते दिया जाता है तो, छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम का उदाहरण में दिए गये किसी प्रीमियम का रकम में उक्त स्कीम में न तो निर्दिष्टित या विधिक कारणों का हो यदि यह छूट न हो गये होती तो, उक्त स्कीम का प्रभाव होता। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आता जाये किसी सदस्य की मृत्यु होने पर उनके हकदार नाम निर्देशितियों/

अधिक बारिशों की बीमाकृत खस का संदाय तत्परता से और प्रत्येक वर्ष में भारतीय जीवन बीमा निगम से बीमाकृत खस प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(59)/87-एस एस-2]

S.O. 1428.—Whereas Messrs. Balliboi Engineers (Bangalore) Private Limited, 99/2 & 99/3, N.R. Road, Bangalore-560002 (KN/1972), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the "Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable

approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(59)/87-SS II]

का.आ. 1429. मैसर्स की जयपुर उद्योग लि., पो.ओ. सादुनगर, मवाईमधोपुर राजस्थान (घारा.जे /53) (जिसे हममें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी प्रविध्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) (जिमें हममें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रिय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुष्क अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सङ्गठन बीमा स्कीम 1976 (जिसे हममें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुलेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके उपाधुद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में निरावक प्रादेशिक प्रविध्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे भेजा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. निरीक्षक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समिति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्डक के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत निरीक्षक द्वारा बिमा जायगा।

4. निरावक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जावे, तब उन संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उनकी मुख्य भाषा का अनुवाद स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी प्रविध्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्वतन्त्र की प्रविध्य निधि का पहले

को स्वस्थ है, उसके स्थान में विशेषज्ञ किया जाता है तो, निवेशक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरन्त दोजे करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त नियम के प्रदान कर्मचारियों की आवश्यकताएं बढ़ने लगी हैं तो, निवेशक सामूहिक बीमा स्कीम के प्रधान कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रभावशाली हों जो उक्त स्कीम के अग्रेय सदस्यों हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर उस स्कीम के अधीन सदस्य रहकर उस स्कीम में काम है जो कर्मचारी को उस दशा में सदस्य होती जब वह उक्त स्कीम के अधीन होता तो, निवेशक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर्गत के बराबर रकम का भुगतान करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और उक्त किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के अग्रेय स्थापन पहले अपना चुका है अग्रिम नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रकम से कम हो जाते हैं तो यह रकम का भुगतान करेगा।

10. यदि किसी कारणवश निवेशक उस नियत तारीख को भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का भुगतान करने में असफल रहता है और पॉलिसी को व्ययगत हो जाने दिया जाता है तो, छूट रकम का भुगतान करेगा।

11. निवेशक द्वारा प्रीमियम के भुगतान में किये गये किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दे, गई होती, तो, उक्त स्कीम के प्रतियोग होते। बीमा फायदों के भुगतान का उत्तरदायित्व निवेशक पर होगा।

12. उक्त स्थापन के संबंध में निवेशक इस स्कीम के अधीन अपने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का भुगतान तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(60)/87-एमएम-2]

S.O. 1429.—Whereas Messrs. The Jaipur Udyog Ltd., P.O. Sahunagar, Sawaimadhopur (RJ/53), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto,

the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(60)/87-SSII]

नं. जा. 1430.—मैसर्स श्री इन्जिनियर्स, ई-35, मरुधर इण्डस्ट्रियल एरिया, बमनो-11 फा, जोधपुर (आर.ज./3791) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकृति उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2 के अधीन छूट दिए जाने के लिए अर्पण किया है।

श्रीर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन में कर्मचारी, किन्हीं पृथक् प्रतिभारों या प्रेमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अंतर्भूत है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों अवधि के लिए उक्त स्कीम के साथ उपाबद्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रक्षणा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रेमियम का संदाय, लेखाओं का संवर्णन, निरीक्षण प्रसारों संदाय और भी है, होने वाले सभी घटियों का बहुत नियोजक द्वारा दिशा प्राप्त।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन का प्रति तथा कर्मचारियों को बहुसंख्या का भाषा में उनके मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किन्हीं स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवन आवश्यक प्रेमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों के उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजित सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम में उपबन्धों में कोई भी संशोधन भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किन्हीं संशोधन के लिए पर प्रतिकूल प्रभाव पड़ने का संभाव

हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना फायदा उठा रहे थे, में शामिल नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कम हो जाते हैं, तो वह छूट की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के अंतर्गत जो भारतीय जीवन बीमा नियम कर, प्रेमियम का संदाय करने में असफल रहता है और पानियों की व्यवस्था हो जाने दिया जाता है तो, छूट छूट की जा सकती है।

11. नियोजक द्वारा प्रेमियम के संदाय में किये गये किसी व्ययिक्त का दशा में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के प्रयोग में बीमा फायदों में संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और पश्चात् दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(61)87-एस.एस-2]

S.O. 1430.—Whereas Messrs. Shree Engineers, E-25, Marudhar Industrial Area, Bajm-H, Phase Jodhpur (RJ/3791) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assured benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it any case within one month from the receipt for claim complete in all respects.

[No. S-35014/61/87-SS.II]

का.प्र. 1431.—मैसर्स भारत रोपल् प्राइवेट लि., 735/1, 2, 3 ईस्टर्न कम्पाउण्ड एल.वी.एन. मार्ग, बम्बई-400078 (एम.एच./13057) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी शक्तिशाली निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रतिभाय या प्रीमियम का संदाय किये बिना भी, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक प्रचुर हैं जो कर्मचारी निरोध सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में निरोधक प्रादेशिक शक्तिशाली निधि प्रायुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रमाणों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखी जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रमाणों संदाय यदि भी है, होने वाले सभी व्ययों का बहुत निरोधक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी शक्तिशाली निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की शक्तिशाली निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षा दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में सदस्य होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिभार के रूप में दोनों रकमों के अन्तर के अंतर रकम का संदाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक शक्तिशाली निधि प्रायुक्त महाराष्ट्र के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक शक्तिशाली निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उन निवृत्त तरीकों के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असमर्थ रहता है, और पण्डितों को व्ययित हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिकम की वशा में, उन मृत सदस्यों के नाम निर्देशितियों या वित्तिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व निम्नानुसार पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/वित्तिक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(62)/87-एस.एस-2]

S.O. 1431.—Whereas Messrs. Bharat Ropes Private Limited, 735/1,2,3, Katian Industrial Compound, L. B. S. Marg, Bhandup, Bombay-400078 (MH/13057) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(62)/87-SS.II]

का. प्रा. 1432.—मैगमें सार्जन एप्रिको इण्डस्ट्रीज 14-16/ए इण्डस्ट्रीज एरिया, गोविलपुरा, गोपाल-23 (एम.पी./1869) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपसन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है (की धारा 17 की उपधारा 2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम या सन्दाय किय बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए के फायदे उन फायदों से अधिक अनर्कन हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

यह केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अपने उपायानुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राथमिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर सिद्धि करे।

2. नियोजक, ऐसे निरीक्षण प्रभा का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर सिद्धि करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसे कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में असफल रहता है और पालिसी की व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस. 35014/63/87 एस. एस.-2]

S.O. 1432.—Whereas Messrs. Modern Agro Industries, 14-16/A, Industrial Area, Govind pura, Bhopal-23 (MP/

1869) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefit available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to

the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(63)/87-SS-II]

का. घा. 1433.—मैसर्स प्रेसिडेंट फूड्स लि., 30, जाऊरी कम्पाउण्ड इन्दोर (एम. पी. 4988) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2 क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्यप्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रवेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निरदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड क के अधीन समय समय पर निरदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय का आविर्भाव होने वाले सर्वोपयोग्य का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति लगा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि

का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि दिये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम के किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्वाहियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, मध्यप्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त प्रस्ताव अनुमोदन देने से पूर्व कर्मचारियों को आना वृष्टिकोण स्पष्ट करदे का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो, भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी का व्यपगत हो जाने विद्या जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशनियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्वाहियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(64)/87-एस.एस.-2]

ए. के. अट्टारवाडी, अवर सचिव

S.O. 1433.—Whereas Messrs. Prestige Foods Limited, 30 Jooru Compound, Indore, (MP) 4988 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such, employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assured benefits to the nominees or the legal heirs of deceased members who would have been covered under the said scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(64)/87-SS.II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 19 मई, 1987

का. प्रो. 1434—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रिय सरकार, वेस्टन कोल फ़िल्ड्स लि. के प्रबंधन से सम्बद्ध नियंत्रकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधि-करण, जबलपुर के पंचाट को प्रकाशित करता है, जो केन्द्रिय सरकार को 6-5-87 को प्राप्त हुआ था।

New Delhi, the 19th May, 1987

S.O. 1434.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, and their workmen, which was received by the Central Government on the 6th May, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/96/OF 1985

PARTIES :

Employers in relation to the management of Western Coalfields Ltd., Sohagpur Area, P.O. Dhanpuri, District Shahdol (M.P.) and their workman Shri Din Dayal Tripathi S/o Shri Sadhoo Ram, Store Keeper, Rungta Colliery, represented through the M.P. Koyla Mazdoor Sabha (HMS), P.O. Dhanpuri, Distt. Shahdol (M.P.)

APPEARANCES :

For Workman.—Shri P. D. Pathak, Advocate.

For Management.—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mining.— DISTRICT : Shahdol (M.P.)

AWARD

Dated: April 27, 1987

This is a case under Sec. 10(1)(d)(2A) of the Industrial Disputes Act, 1947 referred by the Central Government in the Ministry of Labour vide Notification No. L-22012(5)/85-D.V. dated 31st October/1st November, 1985 for adjudication of the following dispute :—

“Whether the dismissal from service of Shri Din Dayal Tripathi S/o Shri Sadhoo Ram, Store Keeper, Rungta Colliery by the General Manager, Sohagpur Area of WCL, Dhanpuri vide their letter No. PD/131/81/1607 dated 17th September, 1984 without proper enquiry and proper opportunity, is justified ? If not, what relief the workman is entitled to ?”

2. Non-controversial facts of the case are that the workman, Shri D. N. Tripathi, was employed in the Colliery in Rungta Colliery as Store Keeper. He was charge-sheeted for misconduct under Standing Orders 17(1)(a) and 17(1)(g) as applicable in the colliery i.e.

(a) 17(1)(a)—“Theft, fraud or dishonesty in connection with employers business or property”.

(b) 17(1)(g)—“Gross neglect of work”.

The reply of the workman was not found satisfactory hence a domestic enquiry was instituted and conducted by

Shri U. K. P. Singh, Deputy Personnel Manager, Sohagpur Area (enquiry proceedings Ex. M|3).

3. Management examined four witnesses and the workman gave his statement and did not examine any witness in defence. Enquiry Officer found the charges proved and submitted his report Ex.M|4. His Controlling Authority thereafter terminated the services of the workman vide order dated 17th September, 1984 (Ex.M|5 and Ex.M|6). The workman took up the matter in conciliation. The same having been failed, hence this reference.

4. I framed the following issues and treated Issue No. 1 to 3 as preliminary issues. My findings with reasons on these issues are as under :—

ISSUES

1. Whether the enquiry is proper and legal ?
2. Whether the management is entitled to lead evidence before this Tribunal ?
3. Whether the punishment awarded is proper and legal ?
4. Whether the termination|action taken against the workman is justified on facts of the case ?
5. Relief and costs ?

FINDINGS WITH REASONS ON ISSUE NO. 1, 2 & 3:—

5. I have heard parties and perused the domestic enquiry proceedings Ex.M|1 to Ex.M|6 (admitted documents). I find that in support of the following charge management examined S|Shri K. B. Jaggi, Outdoor Assistant, Johilla Sub-Area (M.W.1), B. N. Banerjee (M.W. 2) Deputy Personnel Manager, Shri S. R. Sharma (M.W. 3) Chief Store Keeper and Shri A. P. Shukla, Clerk (M.W. 4), Clerk Central Stores. The workman was allowed full opportunity to cross-examine them. Thereafter the workman was asked to inter upon his defence. He declined to adduce any defence evidence except his own statement.

Charges on Shri D. D. Tripathi :

An order No. MCB: WCL: C-2(D): SE: (C)|1P|Canvas Boots|1980|415 dated 7-4-80 was placed on M/s Indian Leather Works, Faridabad for the supply of 2280 Nos. of Canvas Shoes. The documents were retired on L.S.C. Basis i.e. 98 per cent through the Bank. M|S Indian Leather Works had sent G.C. Note No. 1302 dated 17-3-81. You did make the entry in the R. R. Register as "door delivery received godown" on 9-4-81. As a delivery clerk it was your duty to make the entry in the R. R. Register and after making the entry in the R. R. Register the G.C. Notes of the consignments are to be given to the Store Receipt Clerk to ensure receipt of the material in the stores. In the particular case of G.C. Note No. 1302 dt. 17-3-81, you made the entry in the R. R. Register putting the remarks "Door Delivery received godown on 9-4-81 meaning that the consignment in reference to G.C. Note 1302 dt. 17-3-81 was received in the stores. You have made the above entry in the R. R. Register without confirming that the material|consignment was received in the stores. You did not bother to enquire whether the material|consignment was received in the stores. The result of your negligence is that the payment for the consignment of G. C. Note 1302 dated 17-3-81 was made to the party without the material consignment of G. C. Note 1302 dated 17-3-81 was made to the party without the material consignment having been received in the Stores. This is a serious misconduct on your part to have put the remark of "Door Delivery received godown without confirming the same". This lapse on your part has put the management to a loss of about Rs. 83,000/-. You are charged for your alleged misconduct under clause 17(1)(a) and 17(1)(g) which reads as follows."

6. It is not denied by the workman that the entry in the R. R. Register Door Delivery Godown on 9-4-1981 was in the hand of the workman. In fact in para 7 of his deposition which has also been reproduced by the Enquiry Officer the workman has admitted that he had made the entry on the statement of receipt clerk Shri Chakraevorty (he has also been dismissed from service) and he further stated "BUS, ITNEE MERI GALTI HAI JO KI R.R. PER APNA REMARK LIKH DIYA". Thus learned Counsel for the workman was unable to point out any illegality or propriety in the conduction of domestic enquiry. In fact, he has not seriously challenged the enquiry proceedings. His main contention is that the punishment awarded is excessive.

7. In this connection, it is pertinent to note that the relevant portion of the charge against the workman was in the following words :—

"You have made the above entry in the R. R. Register without confirming that the material|consignment was received in the stores. You did not bother to enquire whether the material|consignment was received in the stores. The result of your negligence is that....."

Thus the charge was only of negligence i.e. Clause 17(1)(g) of the Standing Orders. The charge of theft, fraud or dishonesty perhaps was levelled as a matter of abundant precaution in the alternative. The findings of the Enquiry officer clearly go to show that he had found the act of the workman as negligence. He nowhere says in specific words that the charge of fraud or dishonesty etc. is proved against the workman. Therefore general words that the charges against the workman are proved are not sufficient. He should have been specific about it.

8. However, the competent authority i.e. the General Manager in his punishment order (Ex.M|6) stated that since the charges levelled against the workman are grave and serious it warrants severe disciplinary action. To my mind, there is no basis for such a remark where the charge against the workman proved is only of negligence. In case of negligence consequences which result on account of negligence are immaterial because they are not intended by the culprit. Besides this, the competent authority i.e. the General Manager also did not issue any notice of show cause against the punishment to be awarded to the workman. Therefore also the order of punishment is bad in law.

9. Thirdly, the note sheet Ex.M|5 goes to show that the competent authority did not exercise his own mind or discretion into the matter. He acted on the recommendation of the Deputy Chief General Manager (See notes sheet dated 29-8-84 Ex.M|5) which is improper.

10. Thus I find that the punishment of dismissal awarded to the workman for merely being negligent is too much and excessive.

11. Question arises whether the workman is entitled to be reinstated with full back wages or partial wages or no wages at all from the date of termination. In this regard an Article on reinstatement and Labour Law by Shri Durga Prasad Lecturer of Law, Banaras Hindu University at page 43 is when the principle of full back wages or any part thereof is denied are :—

- (1) a discharge workman must find out work elsewhere and if he does not he should not be given full back wages.
- (2) There should not be any guilt of his own leading to his discharge.

Similar view has also been commented by the learned Author Shri O. P. Agarwala in his book "Conditions of Employment and Disciplinary Action against workmen" at page 451 (relying on an authority) in the following words:—

"The concerned workman must be reinstated but without back wages. In Colaba Land and Mills Company Ltd. case (1955-I-LJ 318-LAT) the punish-

ment of discharge was held too severe and reinstatement was directed but the worker was refused back wages because he was found guilty of negligence."

"From what has been stated above, it is sufficient clear that in the case of reinstatement of a worker it is entirely a matter of discretion with the industrial tribunal or the Labour Court to award back wages, with or without dearness allowance, and whether from the date of termination of employment or from the date of reference or from the date of the award, and each case will be decided on its own merits, subject to what has been stated above."

Thus when this Tribunal in the instant case found the workman to be negligent, he is not entitled to back wages.

12. In the circumstances there is no question of affording opportunity to the management to adduce evidence before this Tribunal to prove misconduct. Consequently I decide the issues accordingly.

13. The reference which has been made to this Tribunal whether the dismissal without proper enquiry and opportunity is not justified. I have already held that the enquiry was proper and proper opportunity was given to the workman but my finding further is that the punishment of dismissal awarded to the workman is excessive. In view of these facts I answer the reference as under :—

That the dismissal from service of Shri Din Dayal Tripathi S/o Shri Sadhoo Ram, Store Keeper, Rungta Colliery by the General Manager, Sohagpur Area of W.C.L. Dhanpur vide their letter No. PD/131/81/1607 dated 17th September, 1984 is not justified as being excessive. Therefore, the workman is entitled to be reinstated with continuity of service for the purposes of gratuity and increments etc. but without back wages. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-22012/5/85-D VI]
V. K. Sharma, Desk Officer

नई दिल्ली, 25 मई, 1987

का. प्र. 1435—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स सुनील कुमार प्रमोद कुमार, लीज होल्डर, आंखीर स्टोन quarry, फरीदाबाद जिला (हरियाणा) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12 मई, 1987 को प्राप्त हुआ था।

New Delhi, the 25th May, 1987

S.O. 1435.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Sushil Kumar Pramod Kumar, Lease holder of Ankhir Stone Quarry, Faridabad Distt (Haryana) and their workmen, which was received by the Central Government on the 12th May, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT CHANDIGARH

Case No. I.D. 23/84.

PARTIES :

Employers in relation to the management of Ankhir Stone Quarry in Faridabad District (Haryana), of M/s. Sushil Kumar Pramod Kumar Lease Holder :

AND

Their Workmen :

APPEARANCES :

For the Employers.—None.

For the workman.—None.

INDUSTRY : Mines.

STATE : HARYANA.

AWARD

Dated the 27th April, 1987

The dispute No. L-29011/25/83-D. III.B dated the 15th of June 1984 between the workmen and the Ankhir Stone Quarry in Faridabad district was referred to this Court for decision which is as under :

"Whether the demand of the workmen of Ankhir Stone Quarry in Faridabad district (Haryana) of Messrs Sushil Kumar Pramod Kumar, Lease Holder, for increasing the present rate of Rs. 71 per 150 C.ft. of stone filling per truck to Rs. 100 per truck load is justified? If so, to what relief are the workmen concerned entitled and from what date?"

2. The workmen in their claim statement alleged that they are being paid @ Rs. 71 per truck load for broken stone. That after making illegal deductions workmen only get Rs. 39 out of Rs. 71 which is unjust and unfair. It was alleged that management is not entitled to deduct any amount. It was also alleged that as the rates of the necessities of living have increased so rates are required to be increased from Rs. 71 per truck to Rs. 100 per truck.

3. The management in their reply alleged that President and Secretary of Labour Union has no locus standi to file the present petition that no industrial dispute exists. That the management operated the quarry on contract basis between 9th June, 1981 to 31st March, 1984. That the dispute about deduction of Rs. 32 was never raised in general demand notice dated 18th December, 1982 so cannot be raised now; that one demand about enhancement of rates have been disallowed. It was alleged that there is no ground to increase the rates.

4. Thereafter the case was listed for evidence but no one appeared on behalf of the workmen in spite of notices. In view of the fact that no evidence was adduced by the workmen in support of their contention that there is increase in prices and as such they are entitled to increase in rates cannot be accepted. So reference is answered against the workmen for want of prosecution.

Chandigarh.

Dated : 27-4-1987.

M. K. BANSAL, Presiding Officer

[No. L-29011/25/83-D.III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 20 मई, 1987

का. प्र. 1436.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोचहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. प्र. 4057 तारीख 21 नवम्बर 1986 द्वारा फासफेट खनन उद्योग को उक्त अधिनियम के प्रयोग को के लिए 21 नवम्बर, 1986 से छः मास की कालावधि के लिए लोक उपयोग सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोचहित में उक्त कालावधि को छः मास की श्रम कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 2 के खण्ड (ड) के उपखण्ड (vi) के अनुबन्धों द्वारा प्रस्तुत शर्तियों का

का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 21 मई, 1987 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करने हैं।

[फा. सं.-11017/4/85-डी-1(ए)]

New Delhi, the 20th May, 1987

S.O. 1436.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 4057 dated the 21st November, 1986 the Phosphate Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 21st November, 1986;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by these proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 21st May, 1987.

[No. S-11017/4/85-B.I(A)]

नई दिल्ली, 22 मई, 1987

फा. सं. 1437.—केन्द्रीय सरकार को यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ब) के उपखंड (vi) के अनुसरण में, भारत सरकार के अम मंत्रालय की अधिरूचना संख्या फा. सं. 3952, तारीख 12 नवम्बर, 1986 द्वारा सिक्पूरटो पेपर मिल, होशंगाबाद को उक्त अधिनियम के प्रयोजनों के लिए 29 नवम्बर, 1986 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ब) के उपखंड (vi) के अनुसरण द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 29 मई, 1987 से छः मास की और कालावधि के लिए उपयोगी सेवा घोषित करती है।

[फा. सं. एस.-11017/10/81-डी-1(ए)]

नन्द लाल, अवर सचिव

New Delhi, the 22nd May, 1987

S.O. 1437.—Whereas the Central Government having been satisfied that the Public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 3952 dated the 12th Nov., 1986 the Security Paper Mill, Hoshangabad, to be a public utility service for the purposes of the said Act for a period of six months from the 29th November, 1986;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 29th May, 1987.

[F. S-11017/10/81-D.I(A)]
NAND LAL, Under Secy.

नई दिल्ली, 21 मई, 1987

शावेरा

फा. सं. 1438.—संसर्ग इस्टन कोलकील्स लिमिटेड की लिवा कोलियरी के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारों जिनका प्रतिनिधित्व सेनेटरी, कोलियरी मजदूर यूनियन (इटक) करती है के बीच एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजकों और कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (i) के उपबंधों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को माध्यस्थता के लिए निर्दिष्ट करने का करार कर लिया है और उक्त माध्यस्थता करार की एक प्रति केन्द्रीय सरकार को भेजी गई है;

अतः अब, औद्योगिक अधिनियम, 1947 (1947 का 14) की धारा 10क की उपधारा (3) के उपबंधों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थता करार को प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10क के अधीन)
पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व करने वाले—

श्री ए. के. बनर्जी, उपाध्यक्ष कामिक प्रबंधक, इस्टन कोलकील्स लिमिटेड मुख्य कार्यालय, सेक्टो-रिया।

2. श्री धार. के. सिन्हा, वरिष्ठ तालिमिक अधिकारी पतवा कोलियरी, इस्टन कोलकील्स लि. डाकघर कालीपहाड़ी, जिला—बर्दवान।

कर्मचारों का प्रतिनिधित्व करने वाले—

1. श्री बी.एन. चटर्जी, सेनेटरी, कोलियरी मजदूर यूनियन, (इटक), प्रासनसोल।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री जी. प्रार. माझी, प्रादेशिक अम अध्यक्ष (केन्द्रीय) प्रानसोल के माध्यस्थता के लिए निर्दिष्ट करने का करार किया गया है।

1. विनिर्दिष्ट विवाद प्रस्त विषय—

क्या संसर्ग इस्टन कोलकील्स लिमिटेड की लिवा कोलियरी, डाकघर कालीपहाड़ी, जिला बर्दवान के सर्वोत्तम प्रतिनिधि कार्य जैसे क्लिचमैन स्विचमैन, सिगनलमैन, ट्रिपलर, खनारी, गेटमैन के कार्य करने के लिए (विद्यमान दरों की श्रेणी) मजदूरी की उच्चतर दरें प्राप्त करने के हकदार है या वर्तमान दरें स्वीकार्य हैं?"

2. विवाद के पक्षकारों का नियंत्रण—

जिसमें संबंधित स्थापना या उपक्रम का नाम और पता श्री सम्मिलित है।

सेनेटरी, कोलियरी मजदूर यूनियन, (इटक) डाकघर, दिसेरगढ़, जिला बर्दवान

बनाम

3. कर्मचार का नाम यदि यह स्वयं एजेंट, निष्ठा कोलियरी, मैसर्स ईस्टर्न ही विवाद में अंतर्भावित है या कोलफील्ड्स लि. द्वारा यदि कोई संघ प्रभावित कर्मचारी काली पहाड़ी, जिला बर्दवान या प्रतिनिधित्व करना हो, तो सेक्रेटरी, कोलियरी, मजदूर यूनियन उनका नाम (हंकर)

4. प्रभावित उपक्रम में नियोजित कर्मचारों की कुल संख्या 2400

5. विवाद द्वारा प्रभावित या संभावित प्रभावित होने वाले कर्मचारों की प्राथमिक संख्या 64

माध्यम प्रस्ताव पचास दो मास की कालावधि या इनके और समय के भीतर, जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय देगा। यदि पूर्व बर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो, माध्यम के लिए निवेश स्त्रोत रद्द हो जायगा और हम नए माध्यम के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

ह./-(प्रार. के. सिन्हा)

वरिष्ठ कार्मिक अधिकारी
निष्ठा कोलियरी

ह./ग. के. बनर्जी,

उप मुख्य कार्मिक प्रबंधक,
ईस्टर्न कोलफील्ड्स लिमिटेड,

ह./सेक्रेटरी, कोलियरी मजदूर

यूनियन, (हंकर)

साक्षी:

1. ह./-

2. ह./-

[स. एल. 19012(2)/87-डी-4 बी]

प्रार. के. गुप्ता, ईएच अधिकारी

New Delhi, the 21st May, 1987

ORDER

S.O. 1438.—Whereas an industrial dispute exists between the employers in relation to the Management of Ningha Colliery of M/s. Eastern Coalfields Ltd. and their workmen represented by Secretary Colliery Mazdoor Union (INTUC)

And whereas, the said employers and their workmen have by a written agreement under sub-section (i) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration and have forwarded to the Central Government a copy of the said arbitration agreement;

Now therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said agreement.

AGREEMENT

(Under section 10A of the Industrial Disputes Act, 1947)
BETWEEN

Names of the Parties :

Representing employers.—J. Shri A. K. Banerjee, Dy. Chief Personnel Manager, ECL/HQ., sanctoria.

2. Shri R. K. Sinha, Sr. P. O., Ningha Colliery, ECL, P.O. Kalipahari, Dist. Burdwan.

290 GI/87--8.

Representing workmen.—Shri B. N. Chatterjee, Secretary, Colliery Mazdoor Union (INTUC), Asansol.

It is hereby agreed between the parties to refer the following dispute to arbitration of Shri G. R. Majhee, Regional Labour Commissioner (Central), Asansol.

(i) Specific matters in disputes.—Whether the surface tramways of Ningha Colliery of M/s. Eastern Coalfields Ltd., PO Kalipahari, Distt. Burdwan are entitled for higher category of wages (from existing rates) for doing additional jobs i.e. Clipman, Switchman, Signalmen, Trippler, Khalasi Gateman or the present category of wages is justified?

(ii) Details of the parties to the dispute including address of the establishment or undertaking involved :—

The Secretary, Colliery Mazdoor Union (INTUC), P.O. Dishergarh, Distt. Burdwan.

Vrs.

The Agent, Ningha Colliery of M/s. E.C. Ltd., P.O. Kalipahari, Distt. Burdwan.

(iii) Name of the workman in case he himself is involved in the dispute or the name of the union, if any, representing the workmen or workman in question.

The Secretary, Colliery Mazdoor Union (INTUC).

(iv) total number of workman employed in the undertaking affected about 2400.

(v) Estimated number of workmen affected or likely to be affected by the dispute: 64.

The arbitrator shall make his award within a period of 2 months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

(A. K. Banerjee)

Dy. Chief Personnel Manager, ECL

Sd/-

Secretary, Colliery Mazdoor Union (INTUC)

Sd/-

(R. K. Sinha)

Sr. P.O. Ningha Colliery

Witnesses :

(1) Sd/-

(2) Sd/-

[No. L-19012(2)/87-D IV(B)]

R. K. GUPTA, Desk Officer

का आ. 1139: औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेंट्रल बैंक ऑफ इंडिया के प्रबंधन में संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-5-87 को प्राप्त हुआ था।

S.O. 1439.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on 7-5-87.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(37) of 1986

PARTIES :

Employers in relation to the Central Bank of India, Divisional Office, Raipur (M.P.) and their workman Shri Tulsi Prasad Sharma, Sub-staff of Vivekananda Branch represented through the State Bank of India and Subsidiary Bank Employees Union C/o State Bank of India, Main Branch, Raipur (M.P.)

APPEARANCES :

For Workman—Shri S. D. Phadke.

For Management—Shri S. Kothandraman.

INDUSTRY : Banking DISTRICT : Raipur (M.P.)

AWARD

Dated, April 24, 1987

By Notification No. L-12012/146/85-D.II (A) dated 26th February, 1986 the Central Government in the Ministry of Labour has referred the following dispute, for adjudication :—

“Whether the action of the management of Central Bank of India, Raipur in terminating the services of Shri Tulsi Prasad Sharma, Sub-staff of Vivekananda Branch is justified? If not, to what relief the employee concerned is entitled to?”

2. Non-controversial facts of the case are that the workman, Shri Tulsi Prasad Sharma, was employed as Peon in the Central Bank of India since 8-5-1972 at Raigarh Branch. That he was served with charge-sheet on 9-8-1982 for gross misconduct as laid down in para 19.5(j) of the Bipartite Settlement dated 19-10-1966 in the following words :—

“While he was working at Raigarh branch he misappropriated Bank's money by writing fictitious/superfluous entries in despatch register, vouching the same amount of expenses more than once, and thus taking more money than the amount actually spent on postage etc. The amount so far reported to have been misappropriated by him is to the tune of Rs. 2445.25 (Rs. Two thousand four hundred forty five and Paise twenty five only) during the period of August 1980 to May 1981, as per the statement enclosed.”

His show cause reply was not found satisfactory, hence Shri K. Gopalakrishnan was appointed an Enquiry Officer to hold domestic enquiry against him. The Enquiry Officer conducted the enquiry and submitted his report dated 19th November, 1982 to the Disciplinary Authority who in turn gave him a heading on 21-2-1983 and passed the order of dismissal on 7-3-1983. The workman moved the matter in conciliation but it ended in failure report. Hence this reference.

3. I framed the following issues and tried Issue No. 1, 2 and 3 as preliminary issues. My findings with reasons on these issues are as under :—

ISSUES

1. Whether the enquiry is proper and legal?
2. Whether the punishment awarded is proper and legal?
3. Whether the management is entitled to lend evidence before this Tribunal?
4. Whether the termination of the workman is justified on facts of the case?
5. Relief and costs?

FINDINGS WITH REASONS :

4. Issue No. 1, 2 and 3.—The workman has challenged the domestic enquiry and order of dismissal on various grounds which I will take up at the appropriate stage. On

the other hand, management has tried to justify the domestic enquiry and the order of dismissal.

5. Learned representative of the Union who argued the case has only pressed certain grounds before me. I will take up those grounds only.

6. Firstly it had been contended that allegations against the workman were for a period of August 1980 to May 1981 and workman was transferred from Raigarh to Raipur on 2-6-1981. The charge-sheet was served on the workman nearly 15 months after on 3-8-1982. This delay is fatal. In this connection, workman in his pleading had relied on the case of Mohan Lal Duarbhia Parmar Vs. Y. P. Zala and another (1980 Lab. IC 89), C. N. Ramaswami Vs. Chief Engineer (1981 L.I.C. 1280) and State of M.P. Vs. Mansingh Rao (1958-II-LIJ 585 M.P.). In the first case of Gujarat High Court it was held that having regard to very nature and content of the charge, a delay of 1/2 years must be considered fatal from the point of view of affording reasonable opportunity. It was a case against a Policeman. But in the instant case charge against the workman is based on the documentary evidence. In the Madras case (second case referred to above) misconduct was known to the management. In the instant case, the workman did not bring out this fact in the cross-examination of the witnesses that when this misconduct came to be known and what is the reason this fact in the cross-examination of the witnesses that when hatchet is being unearthed as has been laid down in the case of Man Singh (supra). In his Book ‘Law and Procedure on Departmental Enquiry’ learned Author Shri C. R. Gaiye in Chapter IV, Note 21 has commented as under :—

“Mere delay in giving the charge-sheet is, however, not fatal unless the circumstances are such that presumption of condonation can be drawn as explained in para 13(d) of Chapter III. When the charge sheet was given after ten days because the workers was on leave then the delay is not material. The charge-sheet may be delayed on account of ignorances of the facts. The fraud or misappropriation may come to the notice of the employer after a long period. It may be also delayed because the matter might be pending for preliminary investigation or it can be delayed due to preoccupation of officers. It has to be investigated or it can be delayed due to pre-occupations of officers. It has to be seen on the facts of each case whether an inference of condonation can be drawn.”

In the circumstances it cannot be said that delay of 15 months in the instant case on documentary evidence is fatal especially looking to the fact that the cases of misappropriation came to light after long time.

7. Next it has been contended that it was a case of misappropriation. As such, complicated in nature which required assistance of an expert like lawyer or an educated union leader to defend him. But the management did not allow either of them. This contention is baseless. I have gone through the record and I find that nowhere in the proceedings the workman requested that he wanted to avail the services of an Advocate or Union Leader. In fact, the only demand he made was of interpreter and that request was granted and services of Shri N. J. Brahma, Sub-Accountant, Divisional Office was made available to him (See page 37 of the enquiry proceedings).

8. Thirdly, it has been contended that the workman was not effectively allowed to cross-examine the management's witnesses and before the close of management's evidence the delinquent official was questioned on certain points. Therefore he was hampered in his defence and prejudice is caused to him. In this regard, order sheet dated 22-9-1982 (see page 7 of the enquiry proceedings) is pointed out. Therein question cropped up of proving the management's documents. Enquiry Officer asked the delinquent officer that he was given chance to compare and scrutinise the relevant entries rounded off in exhibits No. ME-2/I and ME-2/II, and does he have anything to say in this regard. The delinquent officer *suo moto* stated that as instructed by the clerk concerned ‘I have made the above superfluous entries.’ On this the management's representative requested that the

be given an opportunity to question the clerk in this regard and he was permitted. Therefore later on he was recalled and the management's representative asked him whether he had ever instructed the delinquent officer to write anything in the letter despatch book and he replied no. In cross-examination the delinquent officer showed him page 166 of the letter and asked him whether it is in his hand writing. Management's representative objected that he can only put question on the points for which he was recalled and deposed because he had ample opportunity to cross-examine him before. This objection was upheld. Now this cannot be said to be improper and unjust (See page 11 of the proceedings). The record shows that the delinquent officer was allowed to cross-examine the witnesses freely without any hindrance.

8. This also goes to show that the workman was not only supplied with the copies of the relevant documents but he was given ten days to scrutinise and study them (See page 28 and 30 of the proceedings). As I have already pointed out the delinquent official was asked whether he has to say anything and it was he himself voluntarily stated that those entries are made by him. Therefore it cannot be said that any prejudice was caused to the workman. Learned Author Shri Suranjan Chakraverti in his book 'Law of Wrongful Dismissals, 6th Edn. 1980 page 234 has referred to a case wherein it has been laid down as under :—

"The situation is different where the accusation is based on a matter of record or the facts are admitted. In such a case it may be permissible to draw the attention of the delinquent to the evidence on the record which goes against him and which if he cannot satisfactorily explain must lead to a conclusion of guilt. In certain cases it may even be fair to the delinquent to take his version first so that the enquiry may cover the point of difference and aspect of the case suggested by him. It is all a question of justice and fairplay." (AIR 1968 SC 266—Central Bank of India, Ltd. V. Karanamoy Banerjee, relied on).

9. It has further been contended that the Enquiry Officer relied on 212 documents without the same being proved. This is not correct. Firstly they are Bank's record and extract thereof duly certified copies can be taken in evidence without formal proof. Secondly, as already pointed out, the workman himself admitted that the entries are in his own hand. Besides this, Shri D. N. Tiwari Despatch Clerk MW-2 A. B. Athelet Sub-Accountant MW-4 proved the despatch register entries (See pages 18 and 22). Shri V. S. Bhat, Chief Cashier MW-5 also proved vouchers to be in the hand writing of the workman (See page 23 of the enquiry proceedings). Thus it cannot be said that those evidence were considered without being formally proved.

10. It has been further contended that the enquiry report was not furnished to the workman. In this regard, it will suffice to say that the third Bipartite Settlement which laid down the procedure for enquiry in the cases of Bank employees in para 19 does not say that a copy of the enquiry report is to be furnished to the workman. Therefore it cannot be said that this omission is fatal.

11. Lastly, it has been contended that the punishment is severe and he was not given a show cause notice proposing the punishment. In Art. 311 of the Constitution an amendment has been incorporated as a proviso to Clause II of the Article stating that it shall not be necessary to give such person any opportunity of making representation on the penalty proposed. Yet the Disciplinary Authority did give him an opportunity and heard him personally on 21-2-1983 before inflicting punishment. It is a case of misappropriation of Bank amount. Therefore the punishment of dismissal in no way can be said to be severe. Consequently I conclude that the enquiry and the punishment is proper and legal. Therefore the question of giving a no opportunity to the management to lead evidence does not arise. I decide these issues accordingly and answer the reference as under:—

That the action of the management of Central Bank of India, Raipur in terminating the services of Shri Tulsī Prasad

Sharma, Sub-staff of Vivekananda Branch is justified. Shri Sharma is not entitled to any relief. No order as to costs.

V. S. YADAV, Presiding Officer

[No. L-12012/145/85-D.II (A)]

N. K. VERMA, Desk Officer

का. या. 440- - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भगवान्ध कॉलियरी मैनेजर्स भारत कॉलियरी लिमिटेड के प्रबंधकों के सर्वोच्च नियोक्ताओं और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, अन्नाबाद के पंचपट को प्रेषित करता है. जो केन्द्रीय सरकार को 14 मई, 1987 को प्राप्त हुआ था।

S.O. 1440.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhagaband Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 14th May, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 170 of 1986

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Bhagaband Colliery of Messrs Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri R. P. Singh, Working President Colliery Karamchari Sangh.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 8th May, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/299/85-D.III (A), dated, the 28th April, 1986

SCHEDULE

"Whether the action of the management of Bhagaband Colliery of M/s. Bharat Coking Coal Limited in not giving employment to the son of Smt. Laxmi Devi is justified? If not, to what relief the workman is entitled?"

The concerned lady Smt. Laxmi Devi was working as a Grache Aya at Bhagaband Colliery of M/s. B.C.C.L. She was employed on compassionate ground after the death of her husband who died in harness while working. She submitted an application dated 17-3-77 for Voluntary retirement under the circular dated 1-7-76 and on the basis of the said application of the concerned lady she was allowed to voluntarily retire with effect from 30-9-77. The case of the workmen is that the said scheme sought voluntary retirement from both husband and wife jointly with a provision of job to one of their dependent. The concerned lady was asked to retire by the management under voluntary retirement scheme dated 1-7-76 and she was virtually forced to retire on the assurance and impression that her dependent would be provided with a job. The concerned lady complied with the management's instructions not knowing about the implications of retirement under the said scheme dated 1-7-76.

After retirement she sought employment in favour of her son and met the official of the BCCL but with no result. She was told subsequently that the scheme under which she retired did not entitle her to seek employment in favour of her son. The management circulated another notice dated 12/14-12-77 two months after the retirement of the concerned lady by which any female engaged in any job and of the age upto 57 years could opt for retirement if she desires by nominating one of her son/son-in-law having age upto the limit of 35 years. The management had at first tried to seek retirement of all the female workmen under the circular dated 1-7-76 by depriving them of their job and later also not giving any job to her dependent. When the said scheme did not become very successful, the management gave up the said scheme and brought out a modified version of the scheme dated 12/14-12-77. But by the time the circular dated 12/14-12-77 came into force, the concerned lady already retired. The scheme dated 1-7-77 under which the concerned lady was forced to retire is invalid because of the force and deception applied on her by the management. When she did not get any job for her dependent son, she approached the union which raised the present industrial dispute before the ALC(C), Dhanbad. The conciliation failed and after a failure report was sent to the Government of India, Ministry of Labour the present dispute was referred to this Tribunal for adjudication. It is submitted that she was given an impression that a dependent of her will be given job on her voluntary retirement. The management had not clarified to her the contents of the voluntary retirement scheme dated 1-7-76. The concerned lady was not paid anything beyond her normal entitlement on her voluntary retirement. It is further submitted that the scheme dated 1-7-76 he declared null and void and she should be extended the facility of the voluntary retirement scheme dated 12/14-12-77 and that her son be given employment with effect from January, 1978 along with payment of arrears.

The case of the management is that the concerned lady had herself submitted an application dated 17-3-77 enclosing therewith the option form for voluntary retirement duly filled in on the ground that she was unable to continue in the service due to her ill health and heart trouble. She had stated that she wanted to be retired from her service under the voluntary retirement circular dated 1-7-76. The management had issued the circular dated 1-7-76 with an idea of giving extra benefit to some workmen who were otherwise old and infirm and were suffering with disease or having ill health due to which they were unable to perform their duties. The attraction of the circular was that such voluntarily retiring employees were to be paid 15 days wages for one completed year of service and 50% to 20 per cent of the above calculated amount would be paid as ex-gratia payment depending upon number of years of service put by them. Besides that there were certain other financial advantage over them. It was further submitted in the said circular that where the husband and wife both were workmen and both of them opted for voluntary retirement, the female would get the advantage of one of their dependent employed under the management. The concerned lady was aware of the fact that on her retirement she was not entitled for employment of her dependent son under the scheme and as such she did not apply for the employment of her dependent son in her application dated 17-3-77. The management was reluctant to accept her application for voluntary retirement on the earlier occasion but on her repeated request her prayer was accepted by letters dated 16-9-77. She was paid all her dues according to the retirement scheme dated 1-7-76. Subsequently BCCL found that there was surplus of female workers in view of the deployment of mechanical loaders on wagon loading and introduction of earth moving machineries in open cast working and the surplus female workers could not be employed underground as Miner/loader and their strength had to be reduced and therefore, the management issued circular dated 14/12-12-77 giving the benefit of employment to the son/son-in-law of the female worker retiring voluntarily. The said circular was subsequently withdrawn on the objection from the union but in the meantime large number of female workers opted for voluntary retirement and a dependent son/son-in-law was given employment in their place under the circular dated 14/12-12-77. The management had introduced several schemes of retirement of different kind at different times with the object of efficiency of working and reducing the surplus strength of certain categories of workmen. The said

schemes were mostly of temporary nature confined to a limited period. Under these schemes it was purely at the discretion of the management to accept or reject any application under those scheme. The concerned lady is demanding for employment of her dependent son under the voluntary retirement scheme dated 14/12-12-77 when she had already voluntarily retired under the voluntary retirement scheme dated 1-7-76. After taking all the monetary benefits provided under the said scheme. On the above plea it is submitted that the dependent son of the concerned lady is not entitled for employment.

The only point for consideration is whether the dependent son of the concerned lady Smt. Laxmi Devi is entitled for any employment under the management, when the concerned lady retired under the voluntary retirement scheme dated 1-7-76.

The management and the workmen each examined one witness in support of their respective case. The management's documents have been marked Ext. M-1 to M-9 and the documents of the workmen have been marked Ext. W-1 to W-2.

The concerned lady Smt. Laxmi Devi was admittedly a permanent Creche Aya in Bhagaband Colliery and she was retired under the voluntary retirement scheme dated 1-7-76 with effect from 30-9-77. As the basis of retirement of the concerned lady in the scheme dated 1-7-76 let us examine the said scheme which an admitted documents and is marked Ext. M-1. It will appear from Ext. M-1 vide para 1.1 dated 1-7-76 that any permanent female/time rated male employee who intends to voluntary retire was to be given an ex-gratia amount equal to 15 days wages for every completed year of service. They will be further given ex-gratia amount equal to 50% of the amount in para 1.1 above. Besides that there were some other provisions which were also to be paid to the retiring employee under the said scheme and the same was to vary in accordance with the number of year of service put by the workmen. Para 6 of Ext. M-1 provided that if both husband/wife opt for a retirement they will be given usual retirement benefit besides one of their dependents will also be provided with job. So far para 6 of Ext. M-1 is concerned, the case of the concerned lady is not covered by the same. It will appear from her evidence as WW-1 that she had entered the service on the death of her husband and as such there was no question of voluntary retirement of her husband along with her. The provision of para 6 of Ext. M-1 therefore was not applicable in the case of the concerned lady and she cannot claim employment for her dependent son under para 6 of Ext. M-1. WW-1 has stated that she had received payment of some amount at the time of her voluntary retirement but she was unable to say about the exact amount of benefit derived by her. MW-1 who is the Personnel Officer at Bhagaband Colliery has stated that the concerned lady had applied for the voluntary retirement as per circular Ext. M-1 and her case was processed in accordance with the said scheme and all the dues falling dues under the said scheme Ext. M-1 was paid to her. The fact that the concerned lady had received all the dues in accordance with the circular Ext. M-1 has not been denied. Thus it appears that the concerned lady had already derived the benefit of the scheme which she should get on her voluntary retirement under the said scheme.

It is stated in the W.S. of the workmen that the concerned lady was forced to retire under the said scheme on the assurance and impression that her dependent son would be provided with a job. Now let us look to her application filed before the management for her voluntary retirement. Ext. M-2 dated 17-3-77 is the application of the concerned lady by which she had applied for her voluntary retirement. It will appear from this application that she was unable to continue in service due to her heart trouble and ill health and so she desired to opt for voluntary retirement scheme dated 1-7-76 and she requested for her retirement for payment of her dues as per the scheme. There is no request in this application for providing employment to her dependent son. Had she been assured by the management for giving the employment to her dependent son in case of her voluntary retirement she must have also requested in her application dated 17-3-77 that she may be retired and her dependent son be given employment as suggested or agreed by the management. Ext. M-3 is the Form dated 1-3-77 filled up by the concerned lady. Here also she has stated

that she has opted for voluntary retirement under the voluntary retirement scheme circulated vide letter dated 1-7-76 and agrees to abide by the rules therein and she requested that she may be retired and the dues may be paid to her as per the scheme. Here also there is no mention that her dependent son be given employment on her voluntary retirement. WW-1 in her cross-examination has stated that Shantimoy Goswami, and Balai Chatterjee of the Personnel department had told her that if she goes for voluntary retirement her one dependent son will be given employment by the management. These two persons do not represent the management even if they had stated so moreover it is clear from her application and the Form Ext. W-2 and W-3 that she had been in full know of the contents of the circular dated 1-7-76 and as such she had only approached for the dues under the said circular and had not prayed for giving employment to her dependent son. She has further stated as WW-1 that she was in need of money for the marriage of her daughter. It was suggested to her on behalf of the management that she had applied for voluntary retirement so that she may get the money benefit under the scheme to meet the expenses of the marriage of her daughter. The suggestion made on behalf of the management although not accepted by the concerned lady, the fact remains that she had applied for voluntary retirement with a request for all the money benefits to be paid to her under the scheme. Under the circumstances it will not be wide from the mark if it is said that the concerned lady was actually in need of money for the marriage of her daughter and as such she had applied for her voluntary retirement so that she may get additional benefit of money under the Scheme.

It has been stated on behalf of the workmen that the management had forced the concerned lady to voluntarily retire. This suggestion is not borne from the document in the case. Ext. M-4 dated 8-4-77 is a letter from the Manager, Bhagaband Colliery to the Senior Personnel Officer Area No. VII. It will appear that the resignation of the concerned lady was not accepted under the voluntary retirement scheme as she was a *creche aya* whose post was a statutory requirement. Ext. M-5 is a letter dated 28-3-77 by the Manager to the concerned lady by which she was informed that with reference to her letter dated 17-3-77 (Ext. M-2) for her voluntary retirement scheme her application was not accepted. Ext. M-7 is a letter dated 30-9-77 by the Dy. Personnel Manager to the Manager Bhagaband Colliery regarding the voluntary retirement of the concerned lady which also shows that till then her application for voluntary retirement was not accepted and some queries were made and on receipt of the reply to the query vide Ext. M-8 her voluntary retirement was accepted vide the order Ext. M-6 with effect from 30-9-77. There is no evidence adduced on behalf of the workman that any force, inducement or deception was played upon the concerned lady in obtaining her application for voluntary retirement. On the contrary the document of which the reference has been made above will show that the management was rather reluctant in allowing her to voluntarily retire under the scheme dated 1-7-76 and it was long after she applied that her request was finally accepted by the management. I hold therefore that the concerned lady had voluntarily applied for retirement under the scheme dated 1-7-76 and that she had not been given any false assurance by the management that if she voluntarily retires one of her dependent son will be given employment.

Ext. W12 is the notice of the scheme dated 12/14-12-77. This came into effect after the concerned lady voluntarily retired under the voluntary retirement scheme dated 1-7-76 and as she had already retired with the benefits under the scheme dated 1-7-76 the concerned lady cannot claim the benefit of subsequent circular of Voluntary retirement dated 12/14-12-77. After she retired with effect from 30-9-77 and she had already obtained the monetary benefits arising out of the scheme dated 1-7-76 she was no longer in the service of the BCCL to claim the benefit of the subsequent circular which was not retrospective in its effect.

In the result I hold that the action of the management of Bhagaband Colliery of M/s. B.C.C.L. in not giving employment to the son of the concerned lady Smt. Laxmi Devi is

justified and consequently the dependent son of the concerned lady is entitled to no relief.

This is my Award.

Dated : 6-5-1987.

I. N. SINHA, Presiding Officer
[No. L-20012/299/85/D.III (A)]

का. प्र. 1441.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रा. 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्र नं. 3, मेसर्स भारत कोकिंग कोल लिमिटेड के प्रबंधकों के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, प्रनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार की 12 मई, 1987 को प्राप्त हुआ था।

S.O. 1441.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Area No. III of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 12th May, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 81 of 1979

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers, in relation to the management of Area No. III of Messrs. Bharat Coking Coal Limited, Post Office Sonardih, Dist. Dhanbad and their workmen.

APPEARANCES

On behalf of the workmen.—Shri B. Lal, Advocate and Shri D. K. Verma, Advocate.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 7th May, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 had referred the following dispute to the then Central Govt. Industrial Tribunal No. 3, Dhanbad vide their Order No. L-20012/86/77-D. III(A), dated, the 19th October, 1977. But subsequently the said reference was transferred to this Tribunal by the Ministry of Labour vide their Order No. S-11025(2)/79-D. IV(B) dated 22-6-79.

SCHEDULE

"Whether the action of the management of Area No. III of Messrs. Bharat Coking Coal Limited, Post Office Sonardih, District Dhanbad in stopping Shri D. P. Singh, Office Peon, from work with effect from the 15th November, 1976 is justified? If not, to what relief is the said workman entitled?"

The case of the workmen is that the concerned workman Shri Deepul Singh was appointed by the erstwhile owners on 3-12-72 at Pure Joyramdih Colliery. Prior to the take over of the said colliery by the Central Govt. on 31-1-73. The said colliery was amalgamated with other colliery and it formed a unit known as Benedih Colliery. In June, 1975 the concerned workman was transferred from Benedih Colliery to the Regional Stores, Kharkharee in Area No. III. When the Regional Stores at Kharkharee was shifted to Sinidih towards the end of 1975 the concerned workman was posted at Sinidih. Benedih colliery is in Area No. III of BCCL. In the month of November, 1976 the concerned workman was transferred from Sinidih Regional Stores to

the then headquarters of BCCL at Bhuggatdihi as Officer Peon. The concerned workman worked at Bhuggatdihi building upto 13-11-76. He was stopped from work on 14-11-76 by the order of the General Manager, Area No. III vide his letter dated 12/13-11-76. The letter of the General Manager Area No. III alleged that the concerned workman had been identified as imposter by a team of officers of the headquarters and therefore he was being stopped from work. By the application dated 30-11-76 the concerned workman requested the Director of Personnel of BCCL to allow him to resume duty on the basis of the certificate with his attested photo granted by the Circle Officer of Garkha Block in the district of Saran and a copy of the certificate was also submitted to the General Manager Area No. III. The management did not make any response to his application and thereafter he approached his union, namely, Koyala Ispat Mazdoor Panchayat which is a trade union registered under the Trade Union Act, 1926 with the Registrar of Trade Union, Bihar. The said Panchayat is an industrial union functioning in the Coalfields of Bihar and has its unit at Area No. III of M/s. BCCL. The said Panchayat vide letter dated 29-12-76 requested the ALC(C), Dhanbad to take up the matter in conciliation for the reinstatement of the concerned workman with retrospective effect. The ALC(C), Dhanbad had several meetings with the parties on various dates from January, 1977 to March, 1977 but the conciliation failed and thereafter a failure report dated 28-3-77 was submitted to the Ministry of Labour, Govt. of India at New Delhi and thereafter the present reference was made to the Central Govt. Industrial Tribunal No. 3, Dhanbad for adjudication. The concerned workman and his union requested the management to show that the concerned workman was an imposter but the management did not produce any evidence to establish that the concerned workman was an imposter. The concerned workman had produced certificate to establish his identity and it was open to the management to get it verified through any agency but the management merely kept silent over the matter. The order of the General Manager of Area No. III stopping the concerned workman from work without establishing the charge or allegation is illegal and unjustified. The management believing that the dispute was sure to be referred to the Tribunal managed to get some dispute raised by other unions and they entered into some agreement with the only motive of shutting the door of justice of the concerned workman. The so-called agreement being arrived at between the management and the two unions is not binding upon the concerned workman as he was not a member of either of the two unions who arrived at a settlement with the management. Moreover, the concerned workman had already been transferred from Benedih Colliery Area No. I to Kharkharee in Area No. III and was thereafter transferred to the headquarters of BCCL at Bhuggatdihi Building. The management of Area No. III or the Headquarters of BCCL was not a party to the settlement with the two union and as such the said settlement could not bind the concerned workman. On the above plea it is prayed that the concerned workman be reinstated with full back wages on a declaration that the action of the management in stopping the concerned workman from work was illegal and unjustified.

The case of the management is that the reference is not legally maintainable because of the fact that there is a valid settlement arrived at in the course of conciliation settlement under Section 12 of the I.D. Act, 1947. During the subsistence of the said settlement recorded under Section 12(3) of the I.D. Act, no industrial dispute can be referred to any Industrial Tribunal for adjudication. It was pointed out to the head office of BCCL that a large number of workmen were imposters/inducted in the small collieries which were ultimately amalgamated into Benedih Colliery. The said collieries were taken over with effect from 31-1-73 and for some reason or other the screening work of the workmen was not carried out in all these collieries. In 1976 the relevant documents were examined and the management detected a large number of inductees/imposters working in various units of Benedih Colliery. The management stopped all such workmen who were found to be inductee/imposter. Thereafter the trade unions operating in the colliery gave a strike notice and thereafter the

conciliation machinery acted with diligence to avoid strike and conciliation settlement was arrived at between the management and the union before the ALC(C). In the said settlement the workmen who had been stopped from their duties as inductee/imposter were divided into three groups and their names were listed in Group 'A', 'B' and 'C'. By the said comprehensive settlement the workmen named in Group 'A' and 'B' were re-employed with the condition of service stipulated in the above settlement. The workmen listed in Group 'C' were dropped and were not given employment. The concerned workman was in the list of Group 'C' and as such his work was stopped. The concerned workman was an inductee/imposter and all the relevant documents produced before the authority proved the same. He was an imposter and as a result the name of the concerned workman was included in Group 'C' list of the settlement. The concerned workman had got his name entered in the statutory registers after manipulation and falsification of the documents after erasing and striking out in the registers. This was done after the take over of the management with the connivance of some interested persons. The name of the concerned workman did not appear in the initial man power list. The action of the management in stopping the concerned workman is justified and he is not entitled to any relief.

An Award dated 6-8-80 was passed by my Predecessor-in-Office holding that the action of the management of Area No. III of M/s. B.C.C.L. in stopping the concerned workman from work with effect from 15-11-76 is justified and accordingly no relief was granted to him. Thereafter the union filed a Writ being numbered as CWC No. 776 of 1980 (R) before the Hon'ble High Court of Judicature at Patna, Ranchi Bench. His Lordship Mr. Justice U. P. Singh by order dated 31-7-86 set aside the award and the matter was remitted back to this Tribunal to decide the issue in accordance with the law and direction indicated in his Lordship's Order.

The workmen examined two witnesses and the management examined three witnesses in support of their respective cases. Two documents were marked on behalf of the workmen and one document was marked on behalf of the management.

The point for consideration in this case is whether (1) the reference was maintainable in view of the settlement which was in operation at the time when the reference was made, (2) whether the management of Area No. III of M/s. BCCL was justified in stopping the concerned workman with effect from 15-11-76.

Some facts are admitted. The settlement dated 18-7-77 was arrived at between the management of Area No. I and the workmen represented by R.C.M.S. Benedih Colliery Branch and Koyala Mazdoor Union under Section 12(3) of the I.D. Act. The said settlement is marked Ext. M-1 in this case. Admittedly, the said settlement was arrived at between the management of Benedih Colliery Area No. I and the two union namely Koyala Mazdoor Union and R.C.M.S. It is also admitted that the concerned workman had been transferred from Benedih Colliery to Regional Stores Kharkharee in Area No. III in June, 1975 and thereafter he was shifted to the Regional Stores Sinidih in the same Area No. III towards the end of 1975 and thereafter he was transferred to the headquarters of M/s. B.C.C.L. in November, 1976 at Bhuggatdihi Building as Office Peon. It is also admitted that the concerned workman was stopped from work with effect from 15-11-76 by the General Manager of Area No. III while the concerned workman was working at the headquarters. It is also the admitted case of the parties that the Koyala Ispat Mazdoor Panchayat raised the industrial dispute in respect of the concerned workman in December, 1976 and after conciliation by the ALC (C), a failure report was submitted to the Government of India in March, 1977 on the basis of which the present reference was made on 19-10-77. It is also admitted that Koyala Mazdoor Union and R.C.M.S. served a strike notice dated 6-7-77 and 7-7-77 on the Senior Manager, Benedih Colliery and thereafter ALC (C) on receipt of the strike notice called the parties in conciliation proceeding for discussion for an amicable settlement and after prolonged discussion the parties agreed to a settlement in accordance with the terms of Ext. M-1. One of the demand of the two unions was that the workmen who were

alleged to be imposters should be reinstated with back wages as they had been forced to sit since 1975 and 1976. It is also admitted that the Koyala Ispat Mazdoor Panchayat which has espoused the industrial dispute in respect of the concerned workman was not a party to the said dispute raised by the two unions and the settlement arrived at between those two unions and the management of Benedih Colliery. The contention of the management is that the reference was not legally maintainable in view of the valid settlement arrived at in course of conciliation proceeding under section 12 of the I. D. Act. The case of the Koyala Ispat Mazdoor Panchayat on the other hand is that the said union was not a party to the settlement Ext. M-1 and as such he said settlement was not binding on the union representing the concerned workman.

Admittedly, Koyala Ispat Mazdoor Panchayat had taken up the case of the concerned workman and had raised an industrial dispute on 29-12-76. The ALC (C) after being unsuccessful in conciliating the dispute submitted a failure report on 28-3-77. The settlement Ext. M-1 was arrived at on 19-7-77 between the management of Benedih Colliery and the two unions, namely, R.C.M.S. and Koyala Mazdoor Union. Admittedly Koyala Ispat Mazdoor Panchayat at which the concerned workman is a member was not a party to the said settlement. It will further appear that the industrial dispute between the concerned workman and General Manager Area No. III had already been raised by Koyala Ispat Mazdoor Panchayat and a failure report was sent to the Government of India by the ALC (C) on 28-3-77. The two compromising unions namely, RCMS and Koyala Mazdoor Union could not have represented the concerned workman in the settlement Ext. M-1 when the concerned workman was already being represented by the Koyala Ispat Mazdoor Panchayat and the failure report was already pending before the Government of India for referring the industrial dispute for adjudication to the Tribunal. It is clear therefore that the concerned workman was not being represented by either of the two unions namely, RCMS and Koyala Mazdoor Union.

From the facts already stated above it will appear that the concerned workman who was originally employed in Benedih Colliery of Area No. I had been transferred from Benedih Colliery of Area No. I to Regional Store, Kharkharee in Area No. III on 25-6-75 and thereafter he was transferred to the headquarters at Bhuggatdih Building as Office Peon in November, 1976. The General Mazdoor of Area No. III who had passed the order stopping the concerned workman from work with effect from 12-11-76 or Koyala Ispat Mazdoor Panchayat which had raised the industrial dispute on behalf of the concerned workman prior to the industrial dispute being raised by RCMS and Koyala Mazdoor Union were not parties to the settlement Ext. M-1. The management of Benedih Colliery of Area No. I were not competent to settle the dispute in respect of the concerned workman who had already been transferred from Area No. I to Area No. III. The management of Area No. III and the union working in Area No. III were not party to the settlement Ext. M-1 and as such the settlement Ext. M-1 cannot bind the concerned workman and his union Koyala Ispat Mazdoor Panchayat. Settlement Ext. M-1 was not a valid settlement arrived at between the management of Area No. III and the union working in Area No. III where the concerned workman was working and had no concern with Benedih Colliery at the time of settlement. In the above view of the matter I hold that the settlement Ext. M-1 cannot cover the case of the concerned workman and will not debar the union from raising the industrial dispute and the case of the concerned workman cannot be covered by the said settlement. Accordingly it is held that the reference cannot be said to be not maintainable in view of the settlement Ext. M-1.

In his connection I may further mention that it will appear from the definition of "Industrial Establishment or undertaking" under Section 2(kn) of the I. D. Act that if any unit of such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such units shall be deemed to be a separate establishment or undertaking. On the basis of the said definition of industrial establishment it has been submitted on behalf of the workmen that Benedih Area No. I of M/s. B.C.C.L. is a separate in-

dustrial establishment from Kharkharee Area No. III and accordingly the settlement arrived at between the management of Benedih Area No. I with its workmen being represented by the two union cannot bind the concerned workman who was working in a separate industrial establishment of BCCCL namely in Area No. III. WW-1 is Shri S. K. Sharma Vice President, Koyala Ispat Mazdoor Panchayat who had raised the industrial dispute on behalf of the workman. He has stated that the settlement Ext. M-1 was arrived at between the management of Benedih Colliery Area No. I and their workmen and the union working at Benedih Colliery had no authority to enter into agreement with the management of the headquarters of BCCCL at Bhuggatdih Building. MW-1 Shri A. P. Sinha, is one of the signatories on behalf of the management on Ext. M-1. He has stated that the representative of Koyala Mazdoor union and RCMS had signed the settlement on behalf of the union of the workmen. In his cross-examination he has stated that the first base of BCCCL's organisational structure is the colliery, the next level in this structure is the area office and then comes the headquarters of BCCCL. He has further stated that the colliery Manager have their jurisdiction over their own collieries and not over any other colliery and such a colliery cannot initiate any disciplinary proceeding or any other disciplinary action concerning the workmen of another colliery. He has also stated that the area General Manager of one area cannot interfere in the working of another area. He has stated that the concerned workman was employed under the jurisdiction of Area No. I. MW-3 has stated that he was working in Sindih Regional Stores in Area No. III where the concerned workman was also working as Office Peon after being transferred from Area No. I. He has further stated that in 1976 the concerned workman was transferred to Bhuggatdih Building which was the headquarters of BCCCL. He has stated that in 1976 a letter was received from the General Manager of his Area i.e. Area No. III to the Stores Office for stopping the concerned workman but by that time the concerned workman had already been transferred to the headquarters and therefore an information was sent to the headquarters. He has stated in his cross-examination that as the concerned workman had already been transferred to the headquarters, the General Manager of Area No. III had no power to stop the concerned workman from work as Bhuggatdih Building was not within his Areas. It will thus appear that the order stopping the concerned workman from work was passed by the General Manager of Area No. III. According to the evidence of MW-1 it will appear that the Area No. III was a separate industrial establishment of BCCCL where the concerned workman was working on 19-7-1977 and the management of Benedih colliery Area No. I which was a separate industrial establishment could not settle the dispute in respect of the concerned workman working in Area No. III or at the headquarters of BCCCL at Bhuggatdih Buildings.

Now I take up the issue whether the management of Area No. III of M/s. B.C.C.L. was justified in stopping the concerned workman from work with effect from 15-11-76.

It will appear from the W.S. of the management that the management stopped all such workmen who were found to be inductees/imposters including the concerned workman. In para-11 of the W.S. of the management it is stated that the concerned workman was an inductee/imposter and all the relevant document produced before the authorities concerned proved the contention of the management that the concerned workman was inductee/imposter. The management have also taken into consideration annexure-C of the settlement Ext. MW-1 it will appear that the Area No. III was a separate whose case were dropped by the union representative as per settlement. This list includes the name of the concerned workman in Sl. No. 28 of Annexure-C to Ext. M-1. It will also appear from the note in Annexure-C that some of the persons named in Annexure-C out of the 28 persons were already working and therefore they were to continue working. It will appear therefore that annexure-C is not a list to show that the parties had agreed that all the persons named in it were inductees/imposters, of the other hand some of them were admittedly working and were allowed to work in Benedih Colliery. It cannot therefore be said that annexure-C is a list to show that the persons named in it were inductees/imposters. It simply shows that the names of all those persons included in annexure-C was dropped and this means that their case were not considered. As the concerned workman

had already been transferred from Benedih colliery, his case was also not considered and his case was dropped by the union and the management. In the above view of the matter I hold that annexure-C of the settlement Ext. M-1 does not show that the concerned workman was an inductee/imposter.

It will appear from the case of the management that the allegation against the concerned workman was that he was an inductee/imposter and this comes within the mischief of misconduct for which a chargesheet has to be submitted and a domestic enquiry held before stopping or dismissing the concerned workman from service. MW-2 has stated that the union registers were checked by the Area Personnel Manager in his presence before categorising the workers into three groups as mentioned in the settlement Ext. M-1 but the management has not produced any paper to show that the concerned workman was an imposter or was an inductee. There is absolutely no oral evidence produced before this Tribunal to show that the concerned workman was an inductee or imposter. Principle of natural justice require that a domestic enquiry should have been held against the concerned workman in respect of the charge of being inductee/imposter and on the establishment of the said fact the management could have dismissed or stopped the concerned workman from service. The management having not following the principle of natural justice, the stoppage of the work of the concerned workman was not justified. In view of the above I hold that the stoppage of the concerned workman from his service by the General Manager of Area No. III was illegal, improper and unjustified.

In the result, I hold that the action of the management of Area No. III of M/s. B.C.C.L. in stopping the concerned workman Shri D. P. Singh, Office Peon from work with effect from 15-11-76 is not justified. The concerned workman is therefore entitled to be reinstated with effect from 15-11-76 with full back wages and other consequential benefits to which he is entitled. The management is directed to reinstate the concerned workman within one month from the date of publication of this Award with the benefits as indicated above.

This is my Award.

Dt. 7-5-1987.

J. N. SINHA, Presiding Officer

[No. L-20012/86/77-D. III(A)]

P. V. SREEDHARAN, Desk Officer

नई दिल्ली, 22 मई, 1986

का. मा. 1442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मुगईदीह कोलियरी मैसर्स. भारत कोकिंग कोल लिमिटेड के प्रबन्धतंत्र के सम्बन्ध में निम्नलिखित आदेशों और उनके कार्यकारी के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-87 को प्राप्त हुआ था।

New Delhi, the 22nd May, 1987

S.O. 1442.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Muraidih Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 18th May, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 35 of 1984

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Muraidih Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

APPEARANCES

On behalf of the workmen.—Shri S. Bose, Secretary, R.C.M.S. Union.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Bihar.

Industry : Coal.

Dated, Dhanbad, the 11th May, 1987

AWARD

The Govt. of India, Ministry of Labour & Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(122)/84-D. III(A), dated, the 16th July, 1984.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that keeping in view the nature of duties performed by Shri Panchu Monia in Muraidih Colliery of Messrs. Bharat Coking Coal Limited, he should be placed by the management in Technical and Supervisory Grade-B with effect from 23-5-1982 is justified? If so, to what relief is the workman entitled?"

The case of the workmen is that the concerned workman Shri Panchu Monia is a permanent employee in the Coal Loading Section of the management of Muraidih Colliery of M/s. B.C.C. Ltd. He was engaged to work in the post of Sampling Supervisor in Joint Sampling conducted by BCC and DVC in respect of the coal being despatched to Chandra Pura Thermal Power Station of D.V.C. from May, 1981 till August, 1981. The concerned workman was sent for joint sampling of coal on behalf of M/s. B.C.C.L. By the office order dated 29-8-81 the management transferred the concerned workman from Chandrapura Thermal Power Station (CT.P.S. in short) to Muraidih Colliery in soft coke section with effect from 21-8-81. The management confirmed the concerned workman in the post of Supervisory in the soft coke augmentation plant with effect from 23-5-82 with special responsibilities to keep track of all activities and supervise all the works and he was directed to report for his duty to the Asstt. Colliery Manager, Soft Coke Section. The concerned workman complied with the said order. The concerned workman was entitled to Technical and Supervisory Grade-B with effect from 23-5-82 in respect of the post of Supervisor to which he was confirmed. The management of BCC has got its specific grade of scale of pay and allowance in respect of each job and denial of Technical and Supervisory Grade-B and its scale of pay and allowances to him by the management is unjustified, arbitrary and illegal. The union of the workmen tried to convince the management to do justice to the concerned workman and thereafter an industrial dispute was raised and on failure of conciliation the present reference was made for adjudication. On the above plea it has been proved that the management may be directed to place the concerned workman in Technical and Supervisory Grade-B with effect from 23-5-82 with consequential effect.

The case of the management is that the demand of the workmen for placement of the concerned workman in Technical and Supervisory Grade-B with effect from 23-5-82 is without any basis. The concerned workman is a Munshi and is entitled to Clerical Grade-III and cannot claim in Technical and Supervisory Grade. He does not possess any Technical Qualification for the said grade. He was working as a Munshi in the depot and was looking after the loading of Soft Coke. He had worked for few months at CT.P.S. prior to 29-8-81 and again started working at the Soft Coke depot from 29-8-81 in place of Shri A. K. Khosla who

was posted at C.T.P.S. Shri Khosla was also a Munshi and the concerned workman who was posted in his place was also working as Munshi. The concerned workman was posted at Soft Coke Augmentation Plant with effect from 23-5-82 and he was described as supervisor by the office of the Superintendent of the Muraidih Colliery. During the course of inspection and checking it was found that no post of Supervisor had been sanctioned at the soft coke augmentation plant as there was no necessity for the said post. The Superintendent of the colliery who had passed the order had no authority to create any new post without obtaining approval from the General Manager of the Area in which the colliery was constituted. New posts are created by the higher level of the management after taking into consideration several factors. The Supdt. had also no power to depute a Munshi to work as Supervisor without obtaining prior approval from the General Manager. When the Superintendent of Muraidih Colliery found his order of posting dt. 13-5-82 without any authority, he by his order dt. 21-6-82 posted the concerned workman back at the soft coke depot to work as Munshi. It was submitted on behalf of the management that the concerned workman cannot take advantage of the mistake committed by the Superintendent of the colliery for describing the concerned workman as Supervisor and allowing him to remain at the soft coke augmentation plant for a period of less than one month. The union cannot take advantage of the letter of the Superintendent dt. 23-5-82 and claim Technical and Supervisory Grade-B for the concerned workman. On the above plea it is prayed that the concerned workman is not entitled to any relief.

The point to be decided in this case is whether the concerned workman is entitled to be placed in Technical and Supervisory Grade-B with effect from 23-5-82 keeping in view the nature of duties being performed by him.

The management and the workmen have each examined one witness to establish their respective case. The documents produced on behalf of the management were marked Ext. M-1 to Ext. M-4 and the documents produced on behalf of the workmen were marked Ext. W-1 and W-2.

It will appear from the pleadings of the parties that most of the facts are admitted. Admittedly the concerned workman was formerly working as Munshi in Clerical Grade-III. It is also admitted in para 4 of the W.S. of the management that the concerned workman worked for a few months at the C.T.P.S. prior to 29-8-81 and started working again at the soft coke depot from 29-8-81. In para-5 of the W.S. of the management it is admitted that the concerned workman was posted at Soft Coke augmentation plant with effect from 23-5-82 and that he was described as supervisor and was posted by the order of the Superintendent of Muraidih Colliery. Ext. W-1 dt. 29-8-81 is a certificate from the Senior Mining Engineer, Barora area who was Chief of the Joint Sampling team at C.T.P.S. which shows that the concerned workman was working as Sampling Supervisor in the joint sampling being conducted under the Joint agreement between D.V.C. and B.C.C.I. at C.T.P.S. Chandrapura from May, 1981 and was continuing. Thus it is clear from this certificate that the concerned workman was working as Sampling Supervisor in Joint Sampling at C.T.P.S. Chandrapura from May, 1981 and the said fact finds support from the W.S. of the management itself. Ex. W-2 dt. 23-5-82 is the office order under the signature of the Superintendent of Muraidih colliery which shows that the concerned workman was directed to work as Supervisor in Soft Coke Augmentation plant with immediate effect and he was directed to keep track of all the activities and supervise all the work and was to report for his duty to the Asst. Colliery Manager, Soft Coke. The management in the W.S. has admitted that the concerned workman was directed to work as Supervisor in the Soft Coke Augmentation plant. WW-1 is the concerned workman who has also stated that he was appointed as a Loading Munshi in Muraidih Colliery and in May, 1981 he was sent to Chandrapura Thermal Power Station of D.V.C. for joint sampling of coal and he worked there till August, 1981. He has further stated that on 29-8-81 he was transferred back to Muraidih Colliery and was employed as
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Soft Coke Supervisor in Soft Coke Augmentation plant of Manager Soft Coke Plant. The said statement of WW-1 is quite inconformity with the documents and the case of the management as well.

The question which has been raised on behalf of the management is that no post of Supervisor had been sanctioned at the soft coke augmentation plant as there was no necessity for the same and that the Supdt. of the colliery had no authority to create a new post without obtaining approval from the General Manager of the Area and that when the mistake was realised the Supdt. of Muraidih colliery posted the concerned workman back to work as Munshi at Soft Coke depot vide order dt. 21-6-82. It will thus appear that the concerned workman had in fact been posted as Supervisor in the Soft Coke augmentation plant with a direction that he will keep track of all the activities and supervise all the works. Thus a duty was assigned to the concerned workman to supervise and there is no denial by the management that he did not work as Supervisor so long he was designated as Supervisor in the Soft Coke Augmentation plant.

MW-1 Shri Arjun Sinha was Superintendent of Mines of Muraidih Colliery and was a Manager of the colliery under the Mines Act. He was there from January, 1980 to November, 1983 and again from May, 1984 to November, 1985. It will appear from his evidence that the concerned workman was working as Munshi in C.T.P.S. and also in the Soft Coke Augmentation plant. According to him the concerned workman did not work as Supervisor. He was Supdt. of Mines under whose signature the office order Ext. W-2 was issued directing the concerned workman to work as Supervisor in Soft Coke Augmentation plant. In cross-examination he has stated that Supervisors of BCCL and C.T.P.S. look after the collection of samples for quality control at C.T.P.S. and he himself had no knowledge if any scientific staff of BCCL used to attend the laboratory at the time of analysis of the sample of coal. He was unable to say about the duties being performed by the concerned workman at the dump of C.T.P.S. He has only stated that the duty of the concerned workman primarily was to keep an account of the track of coal. Although MW-1 had himself signed the office order Ext. M-2 directing the concerned workman to work as Supervisor in Soft Coke Augmentation plant he has stated in his cross-examination that he cannot say at whose order the concerned workman was returned back to the colliery from C.T.P.S. He has stated that the Soft Coke Augmentation plant was started in Muraidih Colliery during his tenure as Manager but was not sure of the exact year when it was started. He has stated that the said soft coke augmentation plant was under the charge of Asstt. Colliery Manager who used to supervise and control the operation of the plant. He was not in a position to say if the concerned workman supervise the operation of the plant in the shift which is now working at present. Thus the only witness examined on behalf of the management is not in a position to say that the concerned workman was not working as Supervisor in the Soft Coke Augmentation plant. He was thoroughly incompetent witness to deny that the concerned workman was not working as Supervisor in the Soft Coke Augmentation plant after his direction contained in Ext. W-2.

The management has filed Ext. M-1, Attendance Register of Soft Coke of Despatch Section of Muraidih colliery from January, 1977 to 15-12-82 and Ext. M-2 to M-2/5 series which are Form E Register of Muraidih Colliery to show that the concerned workman was described as Munshi. So far Ext. M-1 is concerned I have carefully looked into the entries against the name of the concerned workman. In same month designation of the concerned workman has been shown as Munshi in the Register but on careful inspection of the said entry it appears that it was not written in due course and it was written in a different ink and different pen. Ext. M-3 to M-3/4 have also been filed to show that the concerned workman was described as Munshi. Ext. M-4 is the photo copy of the identity card register in which the designation of the concerned workman has been shown as Loading Munshi. This designation in

Ext. M-4 was noted down at the time when the identity card was issued to the concerned workman and it cannot give a picture of the designation or work being done by the concerned workman at the relevant time. Moreover, it is a fact that the management was treating the concerned workman as a Munshi as he was in fact working as Munshi prior to his transfer for taking samples at C.T.P.S. Thus the description of the designation of the concerned workman as Munshi in these registers do not represent the true picture of the designation and work being performed by the concerned workman at the time in respect of which this dispute is concerned and as such those documents are of no real help in arriving at a correct decision.

I have already discussed above that there is a positive evidence of WW-1 that he was working as Supervisor and there is no competent witness examined on behalf of the management to deny the same on the contrary the documents of the management themselves which have been exhibited by the concerned workman as Ext. W-1 and W-2 show that the concerned workman was working as Supervisor. Considering the entire evidence it appears that the concerned workman was working as Supervisor in the Soft Coke Augmentation plant with effect from 23-5-82 and even before that he was working as Sampling Supervisor in the Joint Sampling being conducted by the D.V.C. and B.C.C.L. at C.T.P.S.-Chandrapura from May, 1981. The case of the management is that the concerned workman is not a Technical Person and hence he will not get Technical and Supervisory Grade-B. From the evidence discussed above it will appear that the concerned workman was in fact working as a Supervisor for which he is claiming the scale of pay of Supervisor and Technical Grade-B. The management do not deny that a person is not entitled to supervisory and Technical Grade-B if he is working as Supervisor in the Soft Coke Augmentation plant and thus it appears that the workman have rightly claimed the scale of pay of Technical and Supervisory Grade-B for the concerned workman in respect of the work which is being performed by him.

It the result, I hold that the demand of the R.C.M.S. that the concerned workman should be placed in Technical and Supervisory Grade-B with effect from 23-5-82 keeping in view the nature of duties being performed by him in Muraidih Colliery of M/s. B.C.C.L. is justified and the management is directed to place the concerned workman Shri Panchu Naha in Technical and Supervisory Grade-B with effect from 23-5-82 and should also provide him with all consequential benefits.

This is my Award.

Dt. 11-5-87

I. N. SINHA, Presiding Officer

[No. L-20012/122/84-D.III(A)]

का. भा. 1443.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, अलकुसा कोलिरी सीसर्स भारत कोकिंग कोल लिमिटेड के प्रबन्धन के सम्बन्धनियोजकों और उनके कार्यकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-87 को प्राप्त हुआ था।

S.O. 1443.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Alkusa Colliery of M/s Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 18th May, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 69 of 1983.

PARTIES:

Employers in relation to the management of Alkusa Colliery of Messrs Bharat Coking Coal Limited.

AND

Their Workmen.

PRESENT:

Sri S. K. Mitra—Presiding Officer.

APPEARANCES:

For the Employers.—Sri B. Joshi, Advocate.

For the Workmen.—None.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 8th May, 1987

AWARD

The present reference arises out of Order No. L-20012 (142)/83-D.III(A) dated, the 21st September, 1983, passed by the Central Government in respect of an Industrial Dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:—

"Whether the demand of the workmen represented through Rashtriya Colliery Mazdoor Sangh, Dhanbad for promotion of Shri Sri Ram Singh, Grade-I Clerk to special grade from the date his had been promoted by the management of Bhagaband Area of M/s. Bharat Coking Coal Limited, Dhanbad is justified? If so, to what relief is he entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer

[No. L-20012/142/83-D.III(A)]

MEMORANDUM OF SETTLEMENT UNDER RULE 58 OF THE CENTRAL INDUSTRIAL DISPUTE RULES OF THE ID ACT.

PRESENT:

Management Representatives:

1. Shri B. M. Lall, Personnel Manager.
2. Shri D. Kumar, Manager, Alkusa.
3. Shri A. K. Mitra, Sr. PO, Alkusa.

Union/Workmen Representatives:

1. Shri T. N. Yadav, RCMS.
2. Shri Sreeram Singh, Alkusa.

SHORT RECITAL OF THE CASE

RCMS raised an Industrial Dispute over non-grant of Clerical Grade Special to Shri Sreeram Singh who is said to be superseded by S/Shri T. C. Prasad and S. S. Thakur. This dispute culminated in Reference No. 69/83 which is

pending before the Industrial Tribunal No. 1. During the pendency of the reference, the case was discussed between the parties and after lengthy discussions it is agreed as under:

TERMS OF SETTLEMENT

- (1) Shri Sreeram Singh is promoted with effect from 1-3-1980 i.e. the date Shri T. C. Prasad was promoted in Clerical Grade Special Grade. He will get national seniority from 1-3-1980 and the monetary benefit will accrue to him from 1-1-1986.
- (2) Copy of the settlement will be filed before the Industrial Tribunal No. 1 with the prayer from both the parties for acceptance of the settlement in full and final settlement of the above Reference before the H'ble Tribunal.
- (3) There is no subsisting dispute as the dispute stands settled.

Signature of the Parties:

B. M. LALL, Personal Manager

D. KUMAR, Manager, Alkusa Colly.

A. K. MITRA, Sr. PO, Alkusa Colliery

T. N. YADAV, R.C.M.S.

SREERAM SINGH, Alkusa Colliery

Witness:

Ce. Presiding Officer, Industrial Tribunal No. 1, Dhanbad

Ce.: Asstt. Labour Commissioner (C), Dhanbad

Ce.: Central Labour Commissioner (C), New Delhi.

Ce.: General Manager (Personnel), BCCL, Dhanbad, Koyla Bhawan.

Ce.: Person concerned.

Ce.: Personnel Manager (NEE)—BCC Ltd, Koyla Bhawan.

Ce.: Personnel Manager Bhagaband Area.

का. घा. 1444.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में केन्द्र सरकार, देवतल सुगर इन्स्टीट्यूट कानपुर के प्रबंधन से सम्बद्ध नियोजनों और उनके कर्मचारों की बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 14 मई 1987 को प्राप्त हुआ था।

S.O. 1444.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure, in the industrial dispute between the employer, in relation to the management of National Sugar Institute, Kanpur and their workmen, which was received by the Central Government on the 14th May, 1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, KANPUR

Industrial Dispute No. 81 of 1981

Reference No. L-42012/80/85-D. II (B)

In the matter of dispute between;

The Secretary,
Rashtriya Shiksha Sansthan Karamchari Sangh,
Kalyanpur,
Kanpur

AND

The Director,
National Sugar Institute,
Kalyanpur,
Kanpur.

APPEARANCE:

Shri R. K. Chaturvedi—for the workman.

Shri Narendra Chaudhary—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/85/80-D. II(B), dated 29th June, 1981 has referred the following dispute for adjudication to this tribunal;

Whether the action of the management of National Sugar Institute Kanpur in terminating the Services of Sarvashri Devi Singh, Rameshwar Paul, Chander Bhushan Tewari, Pramod Kumar Tripathi and Jawala Prasad daily rated watchman w.e.f. 15-11-79, 16-11-79, 1-3-80, 30-4-80 and 1-5-80 respectively is legal? If not to what relief is the workmen entitled?

2. It is common ground that the persons named in the reference order are employees of the National Sugar Institute Kanpur. They were removed from services by way of punishment. According to workman the termination was illegal as principles of Natural Justice were not complied with, whereas according to the management the same was brought about by affording all reasonable opportunity to the workman and was made according to law. At a latter stage the management pressed the plea that the same was not an industry but simply Research Institution not covered under the definition of industry which was denied by the workman and evidence was led on this point by both the sides. If the institution turns out not to be an industry the reference under industrial dispute act would be bad and parties will be relegated to the general civil law for their remedies and the reference under the special law would become bad under ID. Act being not applicable.

3. The prospectus of National Sugar Institute Kanpur, 1986 in para 1 where historical background it was on recommendations Indian Sugar Committee appointed by Government of India 1920 and emphasized by Royal Commission on Agriculture that the need for Central Research Institution was considered and the Govt. of India accordingly established Imperial Institute of Sugar Technology in Kanpur in 1936. This institution was placed under the administrative control of Imperial Council of Agriculture Research when Indian Central Sugar Cane Committee was formed in 1944, the control of Imperial Institute of Sugar was transferred to it. After independent it came to be known as Indian Institute of Sugar Technology. From 1st January, 1954, the administrative control of the institute was transferred to the government of India in the Ministry of Food and Agriculture and in 1952, the name of the Institute was again changed to National Sugar Institute and the same is housed in its present premises at Kalyanpur since 1963.

3. Paragraph 2 of the same lays down the main functions of the institution which comprises of (i). Providing technical education and training in research in all branches of sugar chemistry, sugar technology, sugar engineering and allied fields and provide training in research (ii) research on problems pertaining to sugar technology sugar and sugar cane chemistry and sugar engineering in general and those of sugar factories in particular and (b) utilisation of by products of sugar industry and (iii) to give technical advice and assistance to sugar factories with a view to improving their efficiency and to assist and guide them in their day to day problems. Assistance is also provided to Central and State Governments in matters relating to sugar and allied industries.

4. Thus the common function of this institute was to give all possible assistance for better protection to the sugar industries. The definition of industry appearing in section 2(i) of the Act which came to be examined at length in A. Rajappa Versus Bangalore Water Supply reported in 1978(s) LLJ page 349, which laid down the triple test namely that there should be systematic activity, cooperation between employer and employee and production and distribution of goods services calculated to satisfy human wants.

and wishes. Applying these guide lines research institutes would come under the definition of industry. Workman where case have been referred to this tribunal for adjudication would not be a workman and entitled to benefit of industrial dispute act unless they are employed in an industry. The true focus to find out if an institution is industry or not is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relationship. Where a complex of activities, some of which qualify for examination others not involves employees on the total undertaking some of whom are not workman or some departments are not productive of goods and services it isolated, even then the predominant nature of the services and integrated nature of the departments, will be true answer. The whole undertaking will be industry although those who are not workmen by definition may not benefit by the status. In second appeal no. 1767 of 1973 of Allahabad High Court filed by the management it has been held "applying this criteria to the facts of the instant case we find that the National Sugar Institute is predominantly a research institute and its objective is to device ways and means of economising in sugar production and also to design machines and machine parts so as to make the working of the sugar mills more efficient. It also helps the industry in solving their specific problems and to advise the industry in various other ways to make the whole industry effective and viable."

5. Evidence has been led on behalf of the workman that the sugar institute sells sugar being a produce of the experimental sugar institute which is a part of national sugar institute. Evidence has further been led that the advice and services are rendered by institute on remuneration. Even if it is so mere sale of sugar on technical skill or opinion will not render it an industry from a technical institution the main object of which to provide skill or knowledge of the research institution to industries may be on payments. The isolated facts of sale of sugar produce in the experimental sugar mill in the opposite party institution or sale of opinion and skill will not make it an industry so long the main function of the institution are research and advisory. It is the totality of the object of institution which has to be seen and not isolated facts of the sale of the products here and there. Probably it was with this view that the definition of industry was sought to be changed by act 46 of 1982, which definition excluded educational, Scientific and Research of Training Institutes but unfortunately the same has not become expression of law of the land having not been ascertained as yet.

6. In view of the discussion made above I hold that the opposite party management of the National Sugar Institute Kalyanpur, Kanpur, is not an industry and hence, the reference under the industrial dispute act is bad in law. The parties having been relegated to the general civil law are free to seek redress in competent court of law.

7. I, therefore, told that the reference is incompetent under the industrial dispute act hence it can not be decided whether the action of the management in terminating the services is legal or not in this reference under the I.D. Act.

8. I, therefore, give my award accordingly.

9. Let six copies of this award be sent to the Govt. for its publication.

R. B. SRIVASTAVA, Presiding Officer
[No. I 42012/85/80-D.II(B)]

Dated : 5-5-87

नई दिल्ली, 22 मई, 1987

का. भा. 1445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार, अधिशासी अधिकारिता सिविल इंस्ट्रक्शन विंग, डिबीजन नं. 1, ए आई आर नई दिल्ली के प्रबंधक से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुसूचन में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 7 मई, 1987 को प्राप्त हुआ था।

S.O. 1445.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government Industrial Tribunal, New Delhi, as shown in Annex- hereby publishes the following award of the Central Government, in the industrial dispute between the employers in relation to the management of Executive Engineer, Civil Construction Wing, Division No. 1, A.I.R., New Delhi and their workmen, which was received by the Central Government on the 7th May, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 29/86.

In the matter of dispute between :

Shri Surinder Kumar* Sharma, Carpenter Village
Dhanbad Mohammed Pur, Delhi-110045.

Versus

The Management of Civil Construction Wing, All
India Radio, New Delhi-110001.

APPEARANCES :

Shri O. P. Arora—for the workman.

Shri Narinder Chaudhary—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-42012(56)/84-D. II(B) dated 11-12-85 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the termination of services of Shri Surender Kumar Sharma, Carpenter w.e.f. 31-1-84 by the management of All India Radio, New Delhi, is legal and justified? If not to what relief the workman concerned is entitled to?"

2. Some of the undisputed facts are that the workman Surender Kumar Sharma was employed as a Carpenter on muster roll with the Management of All India Radio w.e.f. 17-11-82 and his services were terminated on 31-1-1984 afternoon and that no notice for termination was served upon the workman nor any notice pay nor any retrenchment compensation was paid to him at the time of termination and that the payments on this accounts were made to the workman sometime in November, 1984.

3. The case of the workman is that the termination of his service was illegal and void as it was in violation of Sections 25-F and 25-G of the I.D. (hereinafter referred to as the Act) since no notice was served upon his nor any wages in lieu of notice or any retrenchment compensation was paid to him and that his junior Shri Prem Carpenter was retained in service.

4. The contention of the Management is that the workman was not sponsored by the Employment Exchange and he had not worked for 240 days in a year and had not completed one years continuous service with the Management; that the respondent is not an 'Industry' and that the persons junior to the workman have not been retained in service.

5. At the outset the question whether the respondent All India Radio is an Industry, is set atrest by the authority MGMT. Of All India Radio, Chattarpur and P.O. Central Govt. Industrial Tribunal cum-Labour Court and another 1987 (54) F.L.R. 58 Madhya Pradesh High Court wherein it was held that All India Radio is an 'Industry'. There cannot be any doubt that the claimant is covered by the definition of workman as given in Section 2(oo) of the I.D. Act. Although the Management has denied that the workman had worked for more than 240 days during the 12 calendar months preceding the date of his termination

31-1-84, yet the Management has not furnished any satisfactory data in support of its contention. On the other hand it is squarely admitted by the Management that the workman had rendered service for the period 17-11-82 to 31-1-84 which would show that the workman had clearly put in more than 240 days of service during the 12 months proceeding the date of his termination 31-1-84. Hence the provisions of section 25-F of the Act are clearly attracted in the present case, as it was a clear case of retrenchment. Now as stipulated in section 25-F of the Act that no workman shall be retrenched by the employer until (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice and (b) the workman has been paid at the time of termination retrenchment compensation which shall be equivalent to 15 days pay for every completed year of continuous service on any part thereof in excess of six months. It is an admitted case of the Management that no notice was served upon the workman nor any wages in lieu of the notice nor any retrenchment compensation was paid to the workman at the time of termination of his service. The contention of the Management that the payments in this regard were made sometime in November, 1984 is no compliance with the provisions of section 25F (a) and (b). In this regard in the authority cited as Pepsu Transport Co. Private Ltd. Vs. State of Punjab and others AIR 1968 Punjab and Haryana High Court 90 wherein it was held as under :

"Industrial Disputes Act, (1947) Ss. 25-F, 33-G and 25-G—Conditions precedent to retrenchment of workmen—Payment of compensation AIR 1964 Cal. 194. Disputed. (Constitution of India, Art. 226 and 227).

There are two conditions, laid down by S. 25-F, which have to be satisfied by the employer before he can retrench a workman who had been in continuous service for not less than one year in his industry. The first is that he should be given one month's notice in writing mentioning the reasons for his retrenchment and the period of notice had expired or it no such notice was given, then he should be paid in lieu thereof wages for the period of the notice. The second is that the workman should, at the time of retrenchment, be paid compensation which would be calculated in accordance with the principle laid down in sub-section (b) of S. 25-F. The time of retrenchment will, in the case of a workman who had been given one month's notice, be at the end of that period and in the case of the workman, who was to be paid wages for the period of the notice in lieu of such notice. It will be the one fixed by the employer.

If the workman does not come to receive the compensation on or before the due date when called upon to do so, the employer should send the same to him on that date if possible, otherwise on the next day and it is only then that it can be said that he complied with the conditions laid down in the section. The employer must actually tender the amount of wages to the employee and if the letter then does not accept the same, he cannot later on say that no wages had been paid to him by the employer. Tender does not mean calling the workman to receive payment on a particular date, but the amount has actually to be offered to the workman concerned.

Here pending notices calling upon the workman to receive payment before the due date and then equating such an offer to actual payment, might lead to harsh results, because if the employer could not come to the day fixed to receive the payment for some good reason, an obstinate employer may refuse to make the payment on the next day on the plea that the notice itself was equivalent to payment and his obligation to make the payment had ceased on the previous day.

Similarly in Air 1968 Rajasthan 227, Vijay Kumar Majoe Vs. State and others it was held as under :

"(C) Industrial Disputes Act (1947), S. 25-F (a)—Notice pay—Payment of—Payment of notice pay must precede actual termination of service and not follow it.

One month's notice pay is required to be paid when an employer does not wish to serve the advance notice as required but in lieu thereof he chooses to pay one month's wages. It may be open to an employer not to give a notice, but in that event it will be incumbent on him to pay one month's wages in lieu of notice, that is, for the period of the notice. This is to be done before the actual retrenchment. It is to precede the retrenchment and not to follow it."

6. In view of the above authorities I have no hesitation in holding that the Management did not comply with the mandatory provisions of section 25-F of the Act and, therefore, the termination of the services of the workman is clearly illegal and void ab-initio. The workman has not led any evidence to prove that any junior to him was retained to service and this has clearly been depicted by the Management. Hence no violation of section 25-G of the Act has been proved.

7. In view of the discussion made above it is held that the termination of the services of the workman w.e.f. 31-1-84 by the Management of All India Radio, New Delhi is not legal nor justified. Hence it is directed that the workman shall be reinstated with continuity of service and with full back wages.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

April 20, 1987.

G. C. KALRA, Presiding Officer

[No. L-42012/56/84-D-II (B)]

HARI SINGH, Desk Officer

नई दिल्ली, 1 जून, 1987

का. घा. 1446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भाखड़ा बियास मैनेजमेंट बोर्ड के प्रबंधन से सम्बद्ध नियोजकों और उनके कामकाजों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम 1947 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12 मई, 1987 को प्राप्त हुआ था।

New Delhi, the 1st June, 1987

S.O. 1446.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 12th May, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 91/85.

PARTIES :

Employers in relation to the management of Bhakra Beas Management Board Naugal Township-Punjab.

AND

Their Workman : Sat Pal Singh.

APPEARANCES :

For the Employers.—Sh. C. Lal.

For the Workman.—Sh. R. K. Singh.

INDUSTRY : B.B.M.B.

STATE : Punjab.

AWARD

Dated 30th April, 1987

Under Section 10(1)(d) of the Industrial Disputes Act, 1947, the following dispute No. : L-42012(3)/82-D. II(B) dated 13th November 1985 was received from the Labour Ministry for decision :

"Whether according to the Award dated 8th December, 1983 of CGIT Chandigarh in case No. ID 76/83/117 of 1983 published sub-section (ii) of the Gazette of India dated 7th January, 1984 the workman Shri Sat Pal Singh was entitled to reinstatement to the post of T-Mate/Chowkidar; if so whether the action of the management in not giving him appointment to the said post and offering him reinstatement as a worker on daily wage basis is justified? If not, to what relief the workman is entitled to?"

"Further whether the workman remained gainfully employed in Anandpur Sahib Hydel Project in Punjab during the period from 1-9-81 to 30-11-84. If so, whether the action of the management in refusing to re-employ him with attendant benefits is justified? If not, to what relief the workman is entitled to?"

2. This reference was fixed for hearing at Nangal on 29-4-1987. Mr. C. Lal who appeared for the Management stated that Workman Sh. Sat Pal Singh has been re-instated on daily wages as Chowkidar. Workman's Representative Sh. R. K. Singh stated that in view of the re-instatement of Sh. Sat Pal Singh as Chowkidar Reference has become infructuous.

3. In view of the above statement of the parties, reference is returned having become infructuous.

Chandigarh, Camp. at Nangal.
29-4-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/3/82-D. II(B)]

का. प्रा. 1447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भाखड़ा बिद्युत मैनेजमेंट बोर्ड के प्रबंधन से सम्बद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चम्बीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12 मई, 1987 को प्राप्त हुआ था।

S.O. 1447.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 12th May, 1987.

BEFORE SHRI M. K. BANSAL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 92/85

PARTIES :

Employers in relation to the management of Bhakra Beas Management Board, Nangal Township-Punjab.

AND

Their Workman.—Joginder Pal.

APPEARANCES :

For the Employers.—Shri C. Lal.

For the Workman.—Shri R. K. Singh.

INDUSTRY : B.B.M.B.

STATE : Punjab.

AWARD

Dated 30th April, 1987

Under Section 10(1)(d) of the Industrial Disputes Act, 1947, the following dispute No. L-42012(2)/82-D. II(B) dated 13th November 1985 was received from the Labour Ministry for decision :

"Whether according to the Award dated 8th December, 1983 of CGIT Chandigarh in case No. I.D. 75/83/115 of 1983 published in part II, section 3, Sub-section (ii) of the Gazette of India dated 7th January, the workman Shri Joginder Pal was entitled to reinstatement to the post of T-Mate/Chowkidar; if so whether the action of the management in not giving him appointment to the said post and offering him reinstatement as a worker on daily wage basis is justified? If not, to what relief the workman is entitled?"

2. This reference was fixed for hearing at Nangal on 29-4-1987. Mr. C. Lal who appeared for the Management stated that workman Sh. Joginder Pal has been re-instated on daily wages as Chowkidar. Workman's Representative Sh. R. K. Singh stated that in view of the re-instatement of Sh. Joginder Pal as Chowkidar Reference has become infructuous.

3. In view of the above statement of the parties, reference is returned having become infructuous.

Chandigarh Camp. at Nangal.
29-4-1987.

M. K. BANSAL, Presiding Officer
[No. L-42012/2/82-D. II(B)]

का. प्रा. 1448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, गुन कैरिज फैक्ट्री जबलपुर के प्रबंधन से सम्बद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12 मई, 1987 को प्राप्त हुआ था।

S.O. 1448.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gun Carriage Factory, Jabalpur and their workmen, which was received by the Central Government on the 12th May, 1987.

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR, (M.P.)
Case No. CGIT/LC(R)(116) of 1985

PARTIES :

Employers in relation to the management of Gun Carriage Factory, Jabalpur and their workman, Shri Rajendra Jha, Chageman Gr. II and General Secretary, Gun Carriage Factory Employees Union, T/92/21 Chitrangan Marg, G.C.F. Estate, Jabalpur (M.P.)

APPEARANCES :

For Workman—Shri P. S. Nair, Advocate.

For Management—Shri A. K. Chaube, Advocate.

INDUSTRY : Gun Carriage Factory DISTRICT : Jabalpur (M.P.)

AWARD

Dated, May 4, 1987

This is a reference made by the Central Government vide Notification No. L-14012(18)/85-D.II (B) dated 11th December, 1985 for adjudication of the following dispute :—

"Whether the action of the management of Gun Carriage Factory, Jabalpur (MP) in punishing the workman Sri Rajendra Jha, Chargeman Gr. II and General Secretary of Gun Carriage Factory Employees Union by order No. 237918/A/81/VO dated 30th January, 1982 is justified? If not, to what relief the workman concerned is entitled?"

2. Parties have filed their respective pleadings and documents. The position that emerges out from the admitted and proved documents appears to be that the G.C.F. Employees Union (hereinafter referred to as the Union) was established and registered in the year 1970. Sri Rajendra Jha was the active member and the General Secretary of the Union.

3. Shri B. K. Ghal joined as the General Manager of the Gun Carriage Factory, Jabalpur (hereinafter referred to as the Factory) on or about 9th July, 1980 and somehow there developed a tussle between the active members of the Union and Shri B. K. Ghal. Union not only submitted Memorandum to the Defence Secretary but made some complaints also against Shri B. K. Ghal and resorted to hunger strike and notices of strike, taking out Hand Bills, News Items etc. against him. On the other hand, Shri B. K. Ghal in his capacity as General Manager of the Factory issued several charge-sheets against members of the Union including Shri Rajendra Jha. The following charges (Ex. M/2) and Ex. M/3 on 29-7-1981 were framed/and punishment imposed on Shri Jha vide G.M.'s Order dated 30th January, 1982 (Ex. M/5, Ex. M/6 and Ex. M/7) :—

Charges framed:	Statement of Imputations
(Annexure I)	(Annexure II)

Article of Charge No. 1

That the said Shri Rajendra Jha, while functioning as Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981, committed "Gross Misconduct—deliberately left his place of work—conduct wilful neglect of duty.	It is alleged that on 17-7-81 Shri Rajendra Jha, C/Man. Gr. II, Fdy Section, deliberately neglected to go to his place of duty and did not perform an iota of work. This tantamounts to "Gross Misconduct—Wilful Neglect of Duty".
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Article of Charge No. 2

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section GCF, Jabalpur, during the month of July 1981, committed "Gross Misconduct—arranged to gather workers, forced MP to initiate negotiations along with the crowd and also shouted in a manner of unbecoming of a Govt. servant—conduct Subversive of Discipline."	It is alleged that on 17-7-81 at about 8.50 A.M. Shri Rajendra Jha Chargeman Gr. II, Fdy Section, arranged to gather workers in front of MPE's office, accompanied by union office bearers and forced MPE to initiate negotiations along with the crowd, and also shouted during the course of negotiations in his office in a manner of unbecoming of a Govt. servant. This tantamounts to "Gross Misconduct—Subversive of Discipline."
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Article of Charge No. 3

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981, committed "Gross Misconduct—passed insinuating remarks against Shri K.C. Sinha, Manager, who entered MPE's	It is alleged that on 17-7-81 at about 2 PM Shri Rajendra Jha, C/Man. Gr. II, Fdy Section, at about 2 PM shouted offensive slogans inside the factory. This tantamounts to "Gross Misconduct—conduct subversive of discipline."
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office. This tantamounts to passed insinuating remarks "Gross-Misconduct Subversive against Shri K.C. Sinha, of Discipline."

Manager—conduct Subversive of Discipline."

Article of Charge No. 4

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 81, committed "Gross Misconduct—unauthorisedly surrounded the Car in which GM. GCF, unauthorisedly surrounded the Car in which the GM was seated and physically obstructed its movement—conduct subversive of discipline."	It is alleged that on 17-7-81 at about 2 PM Shri Rajendra Jha Chargeman Gr. II, Fdy Section, unauthorisedly and illegally lead the work rs to surround the Car in which GM. GCF, unauthorisedly surrounded was seated, physically obstructed the Car to move by stretching his arms. This tantamounts to "Gross Misconduct Subversive of Discipline."
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Article of Charge No. 5.

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981, committed "Gross misconduct—shouted slogans inside the Factory—conduct subversive of discipline."	It is alleged that on 17-7-81 Shri Rajendra Jha, C/Man. Gr. II, Fdy Section, at about 2 PM shouted offensive slogans inside the factory. This tantamounts to "Gross Misconduct—conduct subversive of discipline."
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Charges	Imputations
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Article Charge No. 6

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981, committed "Gross Misconduct—physically obstructed GM, GCF—conduct subversive of discipline."	It is alleged that on 17-7-81 Shri Rajendra Jha, C/M. Gr. II, Fdy Section, at about 2 PM ran towards the GM, who was walking towards the Gate and physically stopped him by catching his arm and incited other workers to surround the GM to prevent further movement thereby wrongfully restrained the GM from following his legitimate path. This tantamounts to "Gross Misconduct—Subversive of Discipline."
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Article Charge No. 7

That the said Shri Rajendra Jha, while functioning as a Chargeman Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981, committed "Gross Misconduct—ulterior motive, prevented car in which GM was seated incited the workers to shout provocative slogans conduct subversive of discipline."	It is alleged that on 22-7-81 at about 12.40 PM Shri Rajendra Jha, C/M Gr. II, Fdy Section along with the workers obstructed the Car in which the GM was seated and after preventing its movement on either side lead the workers to wrongfully restrain the movement of the car from 12.50 PM to 3.00 PM and also incited them to shout, provocative slogans. This tantamounts to "Gross Misconduct Subversive of Discipline."
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Article Charge No. 8

That the said Shri Rajendra Jha, while functioning as a Charge-man Gr. II, Fdy Section, GCF, Jabalpur, during the month of July 1981 committed Gross Misconduct unauthorisedly delivered a speech inside the Shop-conduct subversive of Discipline.

4. Shri Rajendra Jha, workman concerned, submitted the following with respect to the above mentioned charges and imputations made against him vide letter dated 19-8-81 (Ex. M/1) :—

- (1) That the Article of Charge I, II, III, IV, V, VI, VII and VIII as cited in the Memorandum under reference are not denied.
- (2) The statement of imputations of misconduct or misbehaviour contained in Annexure II citing my involvement in the alleged acts of misconduct or misbehaviour while not/being denied were in pursuance of ventilation of legitimate and genuine grievances of workers and were an integral part of trade union activities decided and called upon by the GCF Employees Union.
- (3) That being the General Secretary of the Employees Union there do arise circumstances and exigencies when activities initiated in defence of the genuine problems and grievances of workers are construed as Gross Misconduct or misbehaviour and as such I do not deny these activities.
- (4) However, I wish to state with all the emphasis at any command that in all my alleged activities or otherwise I have not acted adventantly or otherwise with any subversive or ulterior purpose and there had existed no design even to undermine or defy the authority and respectability of the GM, GCF, Jabalpur.
- (5) The undersigned therefore requests you to take a lenient and benevolent view in the circumstances of allged incidents/activities.
- (6) The undersigned further requests you to cause expeditious action to undo the suspension at the earliest.

5. The General Manager, Shri B. K. Ghai, passed an order dated 30-1-1982 (Ex. M-6) as under :—

"On careful consideration of the written statement of defence to Memorandum referred to above, wherein the Government employees has admitted the charges and examination of the prima facie evidence available on record, the undersigned holds that the articles of charges framed against Shri Rajendra Jha, Charge-man Gr. II, Foundry Section, Gun Carriage Factory, Jabalpur, are proved. In this connection a copy of GM's findings dated 21-8-81 are enclosed.

The General Manager has further ordered which is as under :—

2. The undersigned, therefore, impose the penalty of Reduction of pay by three stages for a period of two years with cumulative effect. This penalty of reduction of pay will be effective after implementation of previous penalties, if any.
3. The suspension of Shri Rajendra Jha, C/Man Gr. II is also hereby revoked with effect from 30-1-1982. He shall report for duty at O.F. Bhusawal, on the revocation of suspension subject to the following terms namely, that the suspension will be deemed

to be revoked w.e.f. the date of service hereof on Shri Rajendra Jha and simultaneously with the revocation of suspension Shri Rajendra Jha Charge-man Gr. II, shall stand struck off the strength of GCF. The movement of Shri Rajendra Jha from GCF to O.F. Bhusawal shall be treated as transfer in public interest."

In his findings dated 21-8-1981 the General Manager, Shri B. K. Ghai, has observed as under :—

"On scrutiny of the papers referred to above (Charge-sheet and statement of defence of the workman), it is observed by the undersigned that none of the charges framed against Shri Rajendra Jha, have been denied by him vide his written statement of defence dated 19-8-81. Since the said charges are not denied, it is not mandatory to institute a Court of Enquiry for thorough probing. However, the undersigned, has carefully examined the relevant papers, listed at Annexure III, based on which all the Eight charges framed against Shri Rajendra Jha, are proposed to be sustained. Each documents, as apparent from its thorough scrutiny contains ample substantial material evidence correlating to charges framed against him. The findings of the disciplinary authority, in seriatim, on each charge are as under."

6. The case of the workman further is since the inception of the Union, G.C.F. Employees Union, it was fighting for the cause of the workers and agitating against various illegal policies of the management. The Union also highlighted the various corrupt practices that were prevailing in and around the Factory as and when occasion arose. Because of these activities of the Union, some of the authorities in the management had become hostile and prejudice against the active workers of the Union including Shri Rajendra Jha. It is also alleged that on the personal interest and order of Shri B. K. Ghai the management tried to evict Sri Rajendra Jha from his house illegally but they failed to do so because of the support of the Union.

7. The workman has further contended that he was working as a Charge-man Gr. II in the Factory and because of the Trade Union activities and his active participation he was transferred to Ordnance Factory Bhusawal and his pay was reduced by three stages for a period of two years. No enquiry was held, nor witnesses were examined in the presence of the workmen concerned nor was he given an opportunity to cross-examine these witnesses. The General Manager in his findings referred to various evidence collected by him and relied on certain documents. Shri B. K. Ghai could not have issued the charge-sheet dated 29-7-81 nor could he have given the findings and the punishment dated 30-1-1982 because in most of the charges levelled against the workman Shri B. K. Ghai is the aggrieved person. Moreover, he himself was the complainant. A person cannot be a Judge for his own cause. Therefore Shri Ghai is totally a biased person.

8. The case of the workman further is that a strike ballot was taken out on 11-8-1981 on behalf of the Union and 98 of the workers of the factory voted in favour of the strike. The management, therefore, came to the conclusion that their action was not proper and negotiated settlement on 13-8-1981 settling the charter of demands of the Union and regarding the pending charge-sheet General Manager stated that domestic enquiries will be prolonged and neither party will gain thereby and therefore suggested and gave personal assurance that if the workmen give reply to show cause notice admitting the allegations he will not impose any punishment but will merely give an oral warning. Believing the assurance and with a view to maintain good atmosphere and good industrial relation the workmen gave reply to show cause notice as suggested by the General Manager.

9. Thus the punishment imposed on the workman is bad in law on the following grounds amongst others :—

1. Shri B. K. Ghai being the complainant could not have issued the charge-sheet or impose the punishment, particularly when the G.M. gave an oral

undertaking for no punishment. The G.M. was therefore, estopped from imposing any punishment.

2. The punishment was imposed without holding any domestic enquiry.
3. He took into consideration various documents and statements produced behind the back of the workman and which were never made available to him.
4. The management could not have taken into consideration of these documents/evidence without giving an opportunity to the workman to defend himself.
5. There was no legal evidence against the workman and hence he could not have been held guilty.
6. The transfer of the workman was against the laid down policy of the Government and there was no necessity or justification for the transfer. Therefore the transfer is illegal, arbitrary and is an act of victimisation.
7. For one misconduct two punishment has been imposed.
8. An order of transfer made with malafide intention or for some ulterior purpose like punishing an employee for his trade union activities should be vitiated because of the malafide exercise of powers.
9. Charge-sheet and punishment was imposed wholly with personal grudge of Shri Ghai, General Manager and on the trade union activities and therefore it was a colourable exercise of powers.
10. Transfer of the workman and reduction of pay are all act of victimisation unfair labour practice and malafide and is liable to be set-aside.

10. The management of G.C.F. Jabalpur in its written statement did not refute the allegations parawise. However, the contention of the management further in its statement of claim is that the action taken against Shri Rajendra Jha vide order dated 30-1-1982 is fully justified and does not violate the natural justice nor it is vindictive or subversive of union activities, because after perusal of his past misconduct and thorough examination of the relevant documents the order of penalty of reduction of pay by three stages for two years with cumulative effect was passed on 30-1-1982 Shri Rajendra Jha was subsequently transferred to O.F. Bhusawal and his suspension was revoked. The acts of misdeed on the part of Shri Rajendra Jha are unwarranted and do not conform to or reconcile to union activities. He is, therefore, not entitled to any relief as prayed for by him.

11. On the above pleadings of the parties the following issues were framed :—

ISSUES

1. Whether the enquiry is proper and legal ?
2. If not, whether the punishment imposed on the workman are justified on facts of the case ?
3. Whether the punishment awarded is because of the trade union activities of the workman or not ?
4. Relief and costs ?

Findings with reasons :—

12. Issues No. 1 to 4.—Parties relied on the documents filed in this case. The workman gave his own statement on affidavit and relied on certain documents filed in Reference Case No. III/1985 (Marked Ex. W/1 to Ex. W/39).

13. The main challenge to the show cause notice and the departmental punishment is that Shri B. K. Ghai was himself in the position of complainant and a witness. Therefore he could have neither issued the charge-sheet nor could have imposed the punishment awarded by him. I have

gone through the records filed in this case as well as documents Ex. W-1 to Ex. W-39 filed in other case which clearly goes to show that this movement of the Union members was directed against the General Manager, Shri B. K. Ghai and he was at least one of the aggrieved party and personally prejudiced against the active members of the Union.

14. On behalf of the management, it has been contended that active members of the Union went beyond the legitimate activities of the Union and they had absolutely no right to act in the manner as they did. Therefore they made themselves liable to the punishment awarded to them for their misconduct subversive of discipline as charge-sheeted. This may be true, but the law of natural justice requires that such activities of the Union members or office bearers as are subversive of discipline amounting to misconduct has to be proved by legal evidence before a person could be punished. In the instant case, except the allegations in the charge-sheets there is nothing on record at least before this Tribunal to substantiate the allegations of the management. On the other hand, applicant workman has filed his own affidavit and he has been cross-examined by the management on it. But nothing material is brought out in his cross-examination to discredit his plea in relation to the charges levelled against him. If the management wanted to rebut the allegations of his affidavit it should have either filed the counter affidavit of Shri B. K. Ghai or at least of some responsible officer to refute or rebut the allegations but nothing has been done. I, therefore, see no reason to disbelieve the affidavit of the applicant workman (Pratap Singh Vs. State of Punjab AIR 1964 SC 72 para 14 relied on).

15. The salient features of the affidavit of Shri Rajendra Jha are that he was the General Secretary of the Union. The Union made repeated representations agitating against the illegal policies and actions of the management and various corrupt practices followed by the management was highlighted. The Union submitted charter of demands. Since no action was taken the management was informed that the Union will go on hunger strike to press their demand. Shri B. K. Ghai who joined as General Manager on or about 9th July 1980 was unhappy with the Union activities and has been harassing the Union workers from time to time. The Union also submitted a Memorandum to the Defence Secretary and the D.G.O.F. complaining against Shri B. K. Ghai. Union brought out hand bills, several news items in daily news papers, resorted to hunger strike and gave a notice of strike, series of charge-sheets were given to the office bearers of the union and the workers were harassed regularly, strike ballot was taken on 11-8-81 on behalf of the union and 98% of the workers voted in favour of the strike. After the strike ballot the management found that their action was not correct they negotiated a settlement on 13-8-81 settling the charter of demands. No enquiry was held. Shri B. K. Ghai, General Manager, had personal grudge because of the agitation of the Union. Therefore even after the assurance that he will not impose any punishment but merely give a oral warning, the workman has been punished because of his activeness in the Trade Union activities by Shri B. K. Ghai, General Manager. Shri B. K. Ghai being the complainant could not have issued the charge-sheet or impose the punishment. The workman has further stated on oath that he was appointed by the D.G.O.F. Calcutta. Whereas the punishment orders were issued by the General Manager, G.C.F. who is not his appointing Authority. On 3-10-1983 he was removed by the General Manager, Ordnance Factory, Bhusawal and subsequently taken back with effect from 31-5-1984 with an assurance that he will be transferred back to Jabalpur. The transfer of the workman was against the laid down policy of the Government and there was to administrative necessity or justification for his transfer. The punishment imposed on the workman reducing his wages and transfer to Bhusawal are without any necessity and justification whatsoever.

16. In the case of Gujarat Steel Tubes Ltd. Vs. Mazdoor Sabha (AIR 1980 SC 1896) facts were on all fours with the facts of the present case. Relevant extracts of the above case are being reproduced below :—

“The form of the order of termination or the language in which it is couched is not conclusive. The Court

will lift the veil to see the true nature of the order.....

The Court will find out from other proceedings or documents connected with the formal order of termination what the true ground for the termination is.....

A disciplinary inquiry resulting in punishment of particular delinquents cannot but be illegal if the evidence is of mass misconduct by unspecified strikers led by leaders who are perhaps not even workmen.

The workmen were on strike. The strike was illegal. The management was hurt because production was paralysed. The strikers allegedly indulged in objectionable activities. The exasperated management hit back by ordering their discharge for reasons set out in several pages in the appropriate contemporaneous proceeding. Misconduct after misconduct was flung on the workers to justify the drastic action.

Held.—“The orders of discharge were improper on this score alone.”

17. In view of the above, it is crystal clear that the action of the General Manager, Shri B. K. Ghai, against the active members of the union amounts to victimisation and unfair labour practice in all the charges levelled against the workman.

18. Now I will briefly take up the statement given by the workman on affidavit regarding the charge-sheet issued to the workman and punishment awarded and under what circumstances the General Manager did so. The workman has deposed in his affidavit that the Union resorted to hunger strike in support of the charter of demands. Since no action was taken a strike ballot was taken on 11-8-81 and 98% of the workers voted in favour of strike. Thereafter a settlement took place on 13-8-81 when a meeting of the union took place with the General Manager. The General Manager assured to solve all the problems of the workers and further assured that he will not impose any punishment but will merely give a oral warning. But contrary to this assurance the General Manager punished the employees. As already pointed out there is no counter-affidavit to deny this allegation. Therefore this goes to show that the plea of the workman was obtained on misrepresentation and inducement. Since the workman has submitted his reply on this assurance that the General Manager will not take any action on the disciplinary cases it cannot be said that it was an admission of guilt [Jagdish Prasad Saxena Vs. State of M.P. (AIR 1961 (MP) 1070 relied on].

19. Coming to the charges levelled and the so called enquiry held against the workman, I have already pointed out the charges levelled against the workman and punishment awarded to him. He was also transferred from G.C.F. Jabalpur to O.F. Bhusawal.

20. I have gone through the findings and the order passed by Shri B. K. Ghai and I find that Shri Ghai acted not only as a prosecutor but also as a Judge and sat over the judgment in his own cause. It is pertinent to note that the General Manager has considered the report of one Shri Jagjit Singh, Jt. G.M.'s report dated 19-7-81 in his findings with respect for Charge No. 5 and 6, but what the report was has not been produced before this Tribunal nor tried to produce him as a witness here. Even there is no mention of the report submitted by Shri Jagjit Singh either in the above mentioned two articles of charge (Annexure I) of statement of imputation (Annexure II). But I find that the General Manager was directly involved in these incidents, if any. Similarly for other articles of charges no report of M.P.E. has been produced before this Tribunal. Therefore I find that the workman was not given proper opportunity to defend himself. From all this conduct of the General Manager it appears that he was highly prejudiced and went out of the way to victimise the workman.

21. The workman has pleaded that Shri B. K. Ghai General Manager being the complainant should not have

acted as the disciplinary authority. For such a contingency the Government framed instructions in C.C.S. (C.C.A.) Rules 1965 p. 60 item No. 3(ii) which reads as under :—

“(3) When President's power for nominating an ad hoc disciplinary authority to be invoked—

(i)

(ii) When the competent authority is unable to function as the disciplinary authority—

In a case where the prescribed appointing or disciplinary authority is unable to function as the disciplinary authority in respect of an official, on account of his being personally concerned with the charges or being a material witnesses in support of the charges, the proper course for that authority is to refer such a case to Government in the normal manner for nomination of an ad hoc disciplinary authority by a Presidential Order under the provisions of Rule 12(2) of the C.C.S. (C.C.A.) Rules 1965.”

Under this Rule Shri B. K. Ghai should have referred the matter to the Government for appointment of an ad hoc disciplinary authority to conduct just, legal and impartial domestic enquiry against the workman but instead of doing so he himself became the prosecutor and a judge at the same time. It is now well settled that no person could be a judge in his own cause and no witness could testify that his own testimony is true as has been held in the case of P. J. Warkari Vs. K. V. Karamjkar (1980-11-LLJ p. 270); S. Tiwari Vs. State of M.P. [1986 SLR (1) 558]. This is what has been done by Shri B. K. Ghai. Therefore the entire proceedings are vitiated being contrary to law.

20. As for the punishment of transfer to Bhusawal in a similar case of this very Gun Carriage Factory, Jabalpur, one M. Hussain was transferred by the management from Gun Carriage Factory, Jabalpur to Metal and Steel Factory, Ishopara. In that case of M. Hussain Vs. Union of India and others in Misc. Petition No. 879/84 his Lordship Hon'ble Justice Shri Gulab Gupta while quashing the transfer order held as under :—

“It is common ground that the matter in so far as disciplinary action is concerned, is covered by the provisions of Central Civil Services (Classification, Control and Appeal) Rules. Rules 11 of these Rules provides for imposition of penalty on a government servant for good and sufficient reasons. These penalties do not include transfer as punishment. Under the circumstances, imposing penalty of transfer would not be in accordance with these rules and would be beyond the jurisdiction of the Disciplinary Authority. Since the impugned transfer order is the direct outcome of the Disciplinary proceedings and is founded upon the same, the same must be held illegal and outside the scope of the respondents.”

In para 6 of the same, it has been further held—

“The Courts have been reluctant to sit in appeal over the exigencies of business and find out whether they demanded the transferee or not. It is generally conceded that the management is in the best position to decide these questions. In spite of it, the law courts have been interfering with the transfer if the same was arbitrary or mala fide. In Prakash Chandra Vs. State of M.P. (1980 MPLJ 251) this Court had the occasion to consider a mala fide transfer” (Cases cited—1981 MPLJ 9; 1983 MPLJ 527 and 1966—1-LLJ 440).

23. Applying the above law to the facts and circumstances of the present case, I am of the opinion that the order of transfer of the workman was also not only illegal but was arbitrary, an act of victimisation and unfair labour practice. Therefore it was not justified and is quashed.

24 In the instant case management in their written statement has not sought an opportunity to prove misconduct before this Tribunal. Therefore they are not entitled to the same.

25. Consequently I hold that the action of the management of Gun Carriage Factory, Jabalpur (M.P.) in punishing the workman Sri Rajendra Jha, Chageman Gr. II and General Secretary of Gun Carriage Factory Employees Union by order No. 237918/A/81/VO dated 30th January, 1982 is not justified. The orders regarding penalty of reduction of pay by three stages and transferring Shri Rajendra Jha from G.C.F. to O.F. Bhusawal vide orders dated 30-1-1982 are quashed being contrary to law. The workman, therefore, be restored to his original post and pay and allowance at Jabalpur. Management will pay all back wages, continuity of service and all other benefits including promotions etc., if due, within three months from the date of this award failing with it will carry 9% interest from the date of award. No order as to costs.

Dated : 4-5-1987.

V. S. YADAV, Presiding Officer
[No. L-14012/18/85-D.II (B)]

नई दिल्ली, 22 मई, 1987

का. भा. 1449:—धातुमय खान विनियम, 1961 के विनियम 11 के उप-विनियम (2) और (3) द्वारा, प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री आर. पी. कपूर के स्थान पर श्री के. एल. लुथरा को खान परीक्षा बोर्ड का सदस्य नियुक्त करती है और भारत सरकार, तत्कालीन श्रम और पुनर्वास मंत्रालय (श्रम विभाग) की दिनांक 21 अगस्त, 1984 को अधिसूचना का. भा. 2847 में निम्नलिखित संशोधन करती है।

2 उक्त अधिसूचना में "सदस्यों" शीर्षक के सामने क्रमांक "2" में वर्तमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

"श्री के. एल. लुथरा,
अध्यक्ष व प्रबंध निदेशक,
मैंगनीज और (हडिमा) लिमिटेड,
3 माउंट रोड एक्सटेंशन,
पो. ऑ. बाक्स नं. 34,
नागपुर-440001."

[संख्या व-23012/2/84 एम-1]

आर. टी. पण्डेय, उप सचिव

New Delhi, the 22nd May, 1987

S.O. 1449.—In exercise of the powers conferred by sub-regulations (2) and (3) of regulation II of the Metalliferous Mines Regulations, 1961, the Central Government hereby appoints Shri K. L. Luthra, as a member of the Board of Mining Examination vice Shri R. P. Kapur and makes the following amendments in the notification of the Government of India, in the Late Ministry of Labour and Rehabilitation, Department of Labour S.O. No. 2847, dated the 21st August, 1984.

2. In the said notification against the heading, 'Members' against serial number '2' for the existing entry, the following entry shall be substituted namely :—

"Shri K. L. Luthra,
Chairman-cum-Managing Director,
Manganese Ore (India) Limited,
3. Mount Road Extension,
P.O. Box No. 34,
NAGPUR-440001."

[No. V-23012/2/84-M.I.]
R. T. PANDEY, Dy. Secy.

नई दिल्ली, 25 मई, 1987

का. भा. 1450:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एश्युरेंस कं. लि. के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण उद्दीमा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12 मई, 1987 को प्राप्त हुआ था।

New Delhi, the 25th May, 1987

S.O. 1450.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Orissa as shown in the Annexure, in the Industrial Dispute between the employers in relation to the New India Assurance Co., Ltd., and their workman, which was received by the Central Government on the 12th May, 1987.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
Industrial Dispute Case No. 4 of 1986 (Central)

Dated Bhubaneswar, the 1st, May, 1987

BETWEEN

The Management of New India
Assurance Co. Ltd.
Represented through the Divisional
Manager, New India Assurance Co. Ltd.,
Mangalabag, Cuttack (Orissa).

.....First Party.

AND

Shri Dinesh Chandra Mishra,
At-Mishra Lane, Kanchan Bazar,
P.O. & Dist. Dhenkanal.

.....Second Party.

APPEARANCES :

Shri C.M.K. Murty, Advocate—For the Management
First Party.

Shri Dinesh Chandra Mishra—The Second Party-work-
men himself.

AWARD

1. This is a reference under section 10(1) of the Industrial Disputes Act 1947 made by the Central Government vide its order No. L-17012/55/85-D dated 11th April, 1986 for adjudication of a dispute mentioned in the schedule of reference which reads as follows :—

"Whether the action of the management of New India Assurance Co. Ltd. Calcutta in terminating the services of Shri Dinesh Chandra Mishra, Jr. Inspector, with effect from 1-1-1979 is justified? If not, to what relief the workman is entitled?"

2. The case of the workman is that he was initially appointed as an Insurance Agent and subsequently appointed as Junior Inspector by the First Party-Management with effect from 21-11-1977. He completed necessary training. As per the letter of appointment he had to undergo a period of probation for one year. His salary was fixed at Rs. 250 per month. He completed his period of probation on expiry of one year from 21-11-1977. The Management, however, in a most illegal and unjustified manner terminated his services with effect from 1-1-1979 by the order dated 13-12-1978 on the ground of an satisfactory performance. It is stated that the Second Party has done business for the First Party-Management in a prudent and diligent manner. The immediate authority of the Second Party tried to harass and bring ruins to the business of the Second Party. At the pick of business his kit-bag and all documents pertaining to insurance business were withdrawn from him in a deceitful manner and was retained in the Office for a considerable period which brought positive damages to the business of the Second Party

to say that the performance of the Second Party was not satisfactory. The action of the Management it is further contended is otherwise illegal and unjustified for violation of the mandatory pre-requisites of Section 25-F of the Industrial Disputes Act 1947. He had rendered continuous service for one year proceeding his illegal termination of service. He was however not given any notice or wages in lieu thereof nor he was paid any compensation as contemplated under the law.

3. The case of the Management on the other hand is that the Second Party is not a workman under section 2(s) of the Industrial Disputes Act and for that reason the Assistant Labour Commissioner refused to initiate the conciliation proceeding at his request. He however moved the High Court of Orissa in CJO No. 636 of 1980 and their lordships in these judgment dated 7-12-1984 directed that the second party is a workman under section 2(s) of the Industrial Disputes Act and issued a mandamus to the Assistant Labour Commissioner to act in accordance with law. It is contended that the nature of the duty of the second party was that of a salesman for procurement of Insurance business and was of Supervisory nature and as such he was not a workman under the Industrial Disputes Act. Under clause 9 of later of appointment the continuation of his services was subject to review of the performance of his work if found unsatisfactory to terminate his services. The Management has terminated his services on the ground that his performance was poor. The probationary period of the second party should be deemed to have continued till his services are terminated in as much as in the very letter of appointment, it is specifically mentioned that the confirmation is not automatic unless the company issues a letter of confirmation. The allegations that the second party worked in a diligent manner and he was subject to harassment by the Management have been denied. The submission on behalf of the workman that he was removed from service in contravention of the provisions of Section 25-F of the Industrial Disputes Act has no basis. The termination of the services of the Second Party was in accordance with law. He has also no right to claim any arrears wages.

4. The following two question have come up for consideration in this case :—

- (1) Whether the Second Party is a Workman within the meaning of Industrial Disputes Act 1947 ?
- (2) Whether the termination of the services of the Second Party is justified and if not, to what relief, the workman is entitled to ?

5. Admittedly, on the refusal of the A.L.C. to initiate a conciliation proceeding the second Party moved the Hon'ble High Court in CJC No. 636 of 1980 and the Hon'ble Court have held that he is a workman within the meaning of Section 2(s) of the the Industrial Disputes Act. This finding clearly operates as resjudicate and it is not necessary to traverse the various grounds mentioned in the rejoinder filed by the Management to say that the Second Party is not a workman within the meaning of section 2(s) of the Industrial Disputes Act. It is also not necessary to discuss the applicability of the principle laid down in AIR 1984 S.C. 1462 (relied on by the Management) to the facts of the present case. This issue is answered in favour of the second party-workman.

6. The next question is whether the termination of the services of the workman is justified. Admittedly, the second party was appointed as a Junior Inspector with effect from 21-11-1977 as provided in para-2 of the letter of appointment (vide Ext. 1). He was on probation for a period of one year initially which could be extended, if necessary up to one more year at the discretion of the Company. The terms of the appointment were also to the effect that the services of the second party-workman were liable to be terminated without assigning any reasons, during the initial and/or extended probationary period. In para-9 of the appointment order it has further provided that his performance should be reviewed from time to time, and if he fails to complete the premium expected from him in the original

or the extended probationary period, or if on a review, in the opinion of the company he may not be able to complete the premium, his service is liable to be terminated forthwith. The Management's decision in this respect is final and binding on the second party. The Management as it appears on a review of the performance of the second party came to the conclusion that his services were not satisfactory and therefore, passed the order of termination. This order of termination, as it appears from Ext. A was on the basis of a calculation made by some officers. The order of termination is contained in Ext. 3. This order reads as follows:—

"As pre clause of the letter of appointment dated 15-11-1977 issued to you, your service is subject to review from time to time. We find that your performance is unsatisfactory and Management has decided to terminate your services with effect from 1-1-1979."

According to the Second Party this order of termination is bad firstly, on the ground that it violates the provision of Section 25-F of the Industrial Disputes Act and secondly, this action as it is evident from Exts. 4 to 18 was clearly a victimisation of the workman. The Management's stand on the other hand is that the order of termination is in terms of the appointment. It can not be said to be "retrenchment" within the meaning of Section 25-F of the Industrial Disputes Act and therefore the question of compliance of provisions contained therein does not arise. The Management has also disputed the allegation that the termination is an act of victimisation. The Supreme Court in the case of Management of Karnataka State Road Transport Corporation, Bangalore Versus M. Boraiah and another reported in AIR 1983 S.C. 1320 had to deal with a case of termination of a probationer. It was urged on behalf of the Management that the employees were probationers and the order of discharge was on account of unsatisfactory service and that such termination of service was not retrenchment within the meaning of Section 2(oo) of the Industrial Disputes Act. Their lordships on a review of a number of decisions in the field held, "Retrenchment as defined in Section 2(oo) of the Industrial Disputes Act covers every case of termination of service except those which have been embodied in the definition, discharge from employment or termination of service of a probationer would also amount to retrenchment. As such where while discharging a probationer, requirements of Section 25-F of the Industrial Disputes Act had not been complied with the same was void." In the instant case the workman was a probationer and it is during the extended period of probation the order of termination was passed on the ground that his performance was not satisfactory. It is admitted that the Management has not complied with the provisions of Section 25-F of the Industrial Disputes Act. On the authority of the aforesaid decision of the Supreme Court it must be held that the termination of the services of the workman for non-compliance of the provisions of Section 25-F was void. In view of this finding it is not necessary to go into the question whether the action of the Management was by way of victimisation.

7. To sum up the action of the Management in terminating the services of the workman is not justified. The workman is entitled to reinstatement.

8. On the question of back wages the learned counsel for the Management has drawn my attention to a decision reported in 1987 (1 S.C.W.R. 55) and on an unreported decision of our own High Court passed in OJC 867 of 1979. In the case before the Supreme Court it was found that the workman has failed to show that the enquiry held by the Management was neither fair nor proper. It was however urged on behalf of the workman that the punishment of termination of service was not in consonance with the nature and gravity of the charges and demanded a lesser punishment. The Tribunal on consideration of this submission made an order of reinstatement with continuity of service but without back wages. This order was challenged before the Supreme Court and their Lordships were not inclined to disturb the order passed by the Tribunal. The facts of this case are entirely different from the facts of the

present case and therefore the aforesaid decision has no application. In the unreported decision of our own High Court passed in OJC 867 of 1979 on the question of payment of back wages their Lordships took into consideration the pendency of proceeding before the High Court for a considerable period and directed that the payment of back wages should be to the extent of fifty percent. In the instant case the order of termination was made effective with effect from 1-1-1979. In the meantime about eight years have elapsed. The present reference was received on 28-4-1986. It appears that the delay was on account of the refusal of the Assistant Labour Commissioner to entertain the dispute for conciliation and the consequent institution of writ petition in the High Court in which the second party-workman was declared a workman. The entire blame for delay can not therefore be placed on the management. It would therefore be appropriate to direct the Management to pay fifty percent of the back wages from the date of termination till the date of reinstatement. The workman shall however be treated to be in service during the entire period beginning from the date of termination of his service.

9. An Award is accordingly passed.

P. N. PANDA, Presiding Officer

[No. L-17012/55/85-D.IV (A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 1 जून, 1987

का. आ. 1451.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार व टपिन साउथ कोलियरी मैजि. सी. सी. लिम. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 1st June, 1987

S.O. 1451.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tapin South Colliery of M/s. Central Coalfields Limited, and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 61 of 1985

In the matter of industrial dispute under Section 10(1)(d) of the I.D. Act., 1947

PARTIES:

Employers in relation to the management of South Colliery of M/s. Central Coalfields Limited and their workmen.

APPEARANCES:

On behalf of the workmen—Shri J. D. Lall, Advocate.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 27th April, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/(3)/85-D IV(B), dated, the 20th May, 1985.

SCHEDULE

"Whether the action of the management of Tapin South Colliery of M/s. Central Coalfields Limited District Hazaribagh in denying higher category/regularisation to S/Shri Chaman Yadav and 24 others as per annexure when they are working in higher category for the last so many years inspite of wages paid by the management is legal and justified? If not, to what relief are the workmen entitled?"

ANNEXURE

1. Godan Mahto
2. Roop Chandra Saw
3. Shiv Charan Paswan
4. Chaman Yadav
5. Surajdeo Saw
6. Inderdeo Saw
7. Baijnath Mahto
8. Hanif Mian
9. Chandradeo Saw
10. Kesho Thakur
11. Ramchandra Dusadh
12. Buddhan Manjhi
13. Pandya Manjhi
14. Sitaram Manjhi
15. Faiku
16. Baliraj
17. Jaddu Ram
18. Dineswar Mahato
19. Sahdev Yadav
20. Kishun Ram
21. Thakur Manjhi
22. Sona Ram
23. Sohar Mahto
24. Rajendra Prasad Sinha
25. Bimal Singh.

The case of the workman is that the 25 concerned workmen named in the annexure to the schedule of the order of reference are permanent workmen of Tapin South Colliery of M/s. C. C. Ltd. Their wages and other service conditions are governed by Coal Wage Board Recommendation and NCWAs, I, II and III. The concerned workmen at Sl. No. 1 to 14 of the annexure to the terms of reference are working as trammers on permanent basis regularly since sometime in 1980 when underground Project No. 44 was started in the Tapin South Colliery. They are still working as trammers in the said underground project of Tapin South Colliery. Although the management designated them as piece-rated trammers but their work load and tramping rate as provided under the provisions of NCWA-II and III have not been fixed by the management. Consequently they are being paid full back wages fixed for piece-rated trammer per day irrespective of their output resulting in great financial loss to them. The management did not fix the work local and tramping rate deliberately to deprive them of their proper wages. According to NCWA-II the average workload is calculated for 6 weeks piece during the date from which NCWA-III came into effect and in accordance with such average workload the tramping rate is to be fixed. The workload in respect of 14 concerned workmen should be fixed on the basis of average workload per day during the period of 6 weeks starting from the time when underground project No. 44 was started and their basic tramping rate should be fixed on the basis of such averaged workload. They should be fixed difference of wages/arrears of wages on the basis of such tramping rates for the period starting from 1980 to December, 1982. They should be paid from 1st January, 1983 at the tramping rate which has to be calculated on the basis of average workload for the period of 6 months from

July, 1982 to December, 1982 as provided under NCWA-III and they should be paid arrears of wages from 1st January, 1983 calculated on the basis of trammings rate so worked out.

The concerned workmen Faiku in Sl. No. 15, Baliraj in Sl. No. 16 and Jaddur Ram in Sl. No. 17 of the annexure to the order of reference are working as Timber Mistries since 1980 when underground project No. 44 was started but are being paid wages of Cat. III. As per Wage Board Recommendation Timber Mistry has been placed in Cat. IV and as such they are entitled to be paid Cat. IV wages since 1980 with the benefit of annual increment. They are also to be regularised on the post of Timber Mistry as they are working as Timber Mistry since 1980 continuously and regularly. As per provisions of the Certified Standing orders, if a workman works for 3 months continuously on a post he is entitled to be made permanent on that post.

The concerned workman Dineshwar Mahato at Sl. No. 18 of the annexure to the order of reference is working as a Timber Mazdoor since 1980 but is being paid wages of Cat. I although he is entitled to be paid wages of Cat. III since 1980. He is also entitled to be regularised as Timber Mazdoor in Cat. III from 1980 and is also entitled to arrears of wages since 1980 with the benefit of annual increment since 1980.

The concerned workman Shri Sahadeo Yadav at Sl. No. 19 and Kishun Ram at Sl. No. 20 of the annexure to the reference are working as Pump Khalasi since 1980. They are being paid Cat. I wages although they are entitled to be paid wages of Cat. III since 1980 with the benefit of annual increment. They are also entitled to be regularised on the post of Pump Khalasi in Cat. III since 1980.

The concerned workman Thakur Manihi at Sl. No. 21 of the annexure to the order of reference has been working as Mechanical Fitter since 1980. He is being paid wages of Cat. III although he is entitled to the wages of Cat. IV since 1980 with the benefit of annual increment. He is also entitled to be regularised on the post of Mechanical Fitter.

The concerned workman Sona Ram at Sl. No. 22 and Sohar Mahato at Sl. No. 23 to the annexure of reference have been working as Electrical Helper since 1980. They are being paid wages of Cat. I although they are entitled to the wages of Cat. III since with benefit of annual increment. They are also entitled to be regularised in the post of Electrical Helper in Cat. III.

The concerned workman Rajendra Pd. Sinha at Sl. No. 24 of the annexure to the order of reference has been working as Electrician since 1980. He is being paid wages of Cat. IV although he is entitled to the wages of Cat. VI since 1980 and is entitled to be regularised on the said post since 1980. He is also entitled to be paid the arrears of wages with the benefit of annual increment since 1980. The concerned workman Shri Bimal Singh at Sl. No. 25 of the annexure to the order of reference has been working as underground Munshi since 1980 although he is designated as Fitter Mazdoor and is being paid wages of Cat. I only. He is entitled to get Clerical Grade-III wages till December, 1982 and from 1-1-1983 he is entitled to Clerical Grade-II wages as per NCWA-II and III. He is also entitled to be regularised on the post of underground Munshi with effect from 1980.

On the above plea it has been prayed that the action of the management in denying promotion/regularisation of the concerned workman on the post on which they have been working for long and denying the payment of proper Cat. wages to them is illegal arbitrary and unjustified and that the management may be directed to regularise the concerned workmen in their post of working. The management should also be directed to pay the arrears of wages consequential to regularisation with effect from the date they are working on such post.

The case of the management is that the reference is bad in law and not maintainable. The concerned workmen are not the members of the sponsoring union and the said union has no existence in Tapin South Colliery and right to

raise the present dispute. The constitution of the sponsoring union does not provide that trammers can be its member. Sl. No. 15 to 18 belong to Timber trade and Sl. No. 25 who is working as Munshi cannot also be enrolled as member of the sponsoring union under its constitution as the sponsoring union 'Indian National Coal Mines Engineering Workers Association' is an association of the workmen of Coal mines engineering. The said union had not raised any demand on the management in regard to the matter covered by the present reference and as such there can be no valid industrial dispute. The reference order is vague regarding the alleged higher categories as referred to therein.

Tapin South Colliery has an underground incline which was newly started. The incline driving was entrusted to contractor and the job was executed by the contractor up to the second level. The said incline started working on a very small scale from 3rd level in April, 1982. The mine was developed gradually and even now it is being run on a very small scale with a daily out put of about 90 tonnes. Presently the operation are going on in the 25th level. The mine was closed from July, 1983 to September, 1983 for 3 months for widening of the incline.

The case of the management in respect of the concerned workman at Sl. No. 1 to 14 of the schedule of the order of reference is that presently the total numbers of trammers in Tapin South incline is 18 and previously the number was less. The concerned workmen No. 1 to 14 are piece rated trammers who work both in the underground and on the surface of all the trammers are getting underground allowance. The management was confronted with many difficulties in carrying on the mining operations in the production of coal as the number of facts is extremely limited in extraction of coal, there is heavy absenteeism of miners for loading coal, there are frequent breakdown of power dislocating the mining operation and production of coal, there is only one small tugger haulage of capacity of 35 H.P. for hauling loaded tubs. The productivity of mine is very low, the gradient in the mine is one in 7 and there was no tippler or bunker till 1983 and coal was loaded into trucks through chute by manual unloading coal from the tubs. The number of tubs in the mine is 24. Considering the fact that the mine is new and working condition including the trammings distance, if the workload had been fixed for piece rated trammers it would not have been less than 10 tubs during 1982-83, 8 tubs during 1983-84, 7 tubs in 1984-85 and would not have been less than 6 tubs as at present per head. The management was unable to provide adequate work to the trammers actually working due to the constraints and in the normal course they would have been entitled only to the fall back wages of Group-V. The actual out put of trammers was much less. The fall back wages of Group wages of trammers are the same and as such the trammers were not at disadvantage at all. In fact the management had to suffer as the group wages and fall back wages are higher than the initial wages payable to time rated trammers who are in Cat. III. NCFW-III which came into force from 1-1-83 provided for the piece rated allowance for piece rated trammers @0.70 P. per working day being an annual increment in the group wages as against annual increment rate of 0.65 P. per day admissible to time rated trammers. The trammers and their recognised union, RCMS were fully aware of the above position and they accepted the existing arrangement with the exception that the workload would be fixed later on at a proper time when the working and other conditions became favourable for work load to be fixed. The existing arrangement is more advantageous to the trammers. It was for this reason that the trammers nor their recognised union, RCMS nor other trade unions operating in the colliery took up the said issue. The union of the trammers, the sponsoring union, is a craft union and has illegally taken up the issue and raised the dispute.

The terms of reference in the present case do not call for any determination of rate of wages to piece rated trammers in as much as the terms of reference referred to higher category and regularisation of the concerned workman. Even before the ALC(C) Hazaribagh the sponsoring union had pleaded only for the higher category/regularisation for the trammers and other concerned workmen

and the union had not raised any plea for determination of workload for piece rated trammers and payment of wages accordingly. Thus this issue of determination of workload for piece rated trammers falls outside the scope of the present reference and the plea raised by the workmen in the W.S. for determination of workload for piece rated trammers and the payment of wages to them accordingly with arrears cannot arise and the said claim is liable to be rejected. The concerned 14 trammers are not entitled to any relief.

Tapin South Colliery has also open cast mine which has been working ever since the nationalisation of the colliery since before the nationalisation of the colliery in 1973. Previously it was a manual quarry being worked on a small scale and later on it was mechanised. It has different categories of technicians like Fitter, Mechanics, Electricians and their helpers besides pump khalasi etc. The management transfers the workers or post them temporarily from quarry to underground section and vice-versa according to their requirement. The concerned workman at Sl. No. 15 to 16 were Timber Mazdoors in daily rated category-III. They were previously working in Gidi-A colliery of CCL and were transferred to Tapin South Colliery in July, 1983 and April, 1982 respectively. Even after the transfer to Tapin South colliery they were working as Timber Mazdoor. From February, 1984 they were deputed to work as Timber Mistri in Cat. IV in daily rated and since then they are being paid the difference of wages of Cat. III and IV. They are to be regularised in due course as Timber Mistri as Cat. IV subject to fulfilment of conditions. The concerned workman Jadu Ram at Sl. No. 17 of the annexure was previously Cat. I Mazdoor. Since February, 1984 he was deputed to work as Timber Mazdoor in Cat. II and since then he is being paid the difference of wages between Cat. II and I. He has to be regularised in Cat. II in due course. Shri Dineshwar Mahato at Sl. No. 18 of the annexure was Cat. I Mazdoor. Since February, 1984 he was deputed to work as Timber Mazdoor Cat. II and is getting the difference of wages between Cat. II and Cat. I. He has to be regularised in Cat. II in due course on fulfilment of conditions. Shri Sahadeo Yadav at Sl. No. 19 and Kishan Ram at Sl. No. 20 were Cat. I Mazdoor. From February, 1984 they were deputed to operate small pumps of 15 H.P. capacity and since then they are being paid the difference of wages between Cat. II and Cat. I. Pump Khalasi operating pump of 15 H.P. capacity are entitled to Cat. II wages under the Coal Wage Board Recommendation and NCWAs. They are to be regularised in due course in Cat. II subject to fulfilment of the conditions. Thakur Manjhi at Sl. No. 21 of the annexure was working as Pump Khalasi in Cat. III. Since February, 1984 he was deputed to work as Mechanical Fitter in Cat. IV and since then he is being paid the difference of wages between Cat. IV and Cat. III. He will be regularised as Mechanical Fitter in Cat. IV in due course on fulfilment of the conditions. Shri Sonaram at Sl. No. 22 of the annexure was Cat. I Mazdoor. Since February, 1984 he was deputed to work as Electrical Fitter in Cat. II and since then he is getting the difference of wages between Cat. II and Cat. I. He will be regularised in due course in Cat. II subject to fulfilment of conditions. Sohar Mahato at Sl. No. 23 of the annexure was a Cat. I worker. In February 1984 he was deputed to work as Electrical Fitter in Cat. II and since then he is getting difference of wages of Cat. II and Cat. I. He has to be regularised in Cat. II in due course subject to fulfilment of the conditions. Shri Rajendra Prasad Sinha at Sl. No. 24 of the annexure is an Electrical Fitter in Cat. IV and is working in the same job. He is getting the proper wages of Cat. IV for the Electrical Fitter. He is not working in any higher category. JBCCI has laid the promotion rules, conditions of eligibility and method of selection to the next higher category. His case will be considered in future when a vacancy arises in the post of Electrician Cat. V along with other electricians. There is no justification for the workmen to demand for the promotion of Shri Rajendra Prasad Singh. The concerned workman Shri Bimal Singh at Sl. No. 25 of the annexure was a Cat. I Mazdoor. From February, 1984 he was deputed to work as Mmshi in the post of Clerical Grade-III. He is being paid the difference of wages of Clerical Grade-III and Cat. I

since February, 1984. His case for regularisation will be considered in due course subject to fulfilment of conditions.

None of the concerned workmen who have been stated to be getting difference of wages have acquired experience for appointment to the higher category of post but even then they are being paid the difference of wages. They had not been selected for the higher post according to the normal procedure, otherwise they would have been considered for suitability by a selection committee for promotion to the higher post. The regularisation will depend upon the employees being found suitable for regular appointment in the post subject to availability of sanctioned post in the relevant higher category. The management has difficulty in creating additional post because of the ban and restriction imposed by the Central Government in regard to creation of additional post. The additional posts were not available to cover the concerned workman in the higher category when they were asked to do such jobs. The management is trying to get the additional post sanctioned. Whenever, the workers working in higher category were being paid the difference of wages nothing further has to be done at present. Admittedly, the concerned workmen are being paid the wages of the higher category. The management of CCL had issued instructions for dealing with the case of workers working in higher category and action will accordingly be taken. The said instruction have been issued as a result of the joint decision taken by the management of CCL with the representative of RCMS which is the recognised union. On the above plea it has been submitted on behalf of the management that the workmen concerned are not entitled to any relief.

The points to be determined in this case are whether the concerned workmen are entitled to the higher category and regularisation in the higher category in which they are working and are getting the difference of wages.

The management have examined two witnesses and have exhibited documents Ext. M-1 to M-7 in support of their case. The workmen have examined eight witnesses in support of their case. No document has been exhibited on behalf of the workmen.

In para-3 of the W.S. of the workmen it is stated that Sl. No. 1 to 14 of the annexure to the reference have been designated as piece rated trammers but the management has failed to fix their work load and tramping rate as provided under the provisions of NCWA-II and III and consequently the concerned workmen are being paid only full back wages fixed for piece rated trammers per day irrespective of their output as a result the concerned workmen have suffered great financial loss. It has been stated that the work load in respect of the concerned workmen (Sl. No. 1 to 14) should be fixed on the basis of average workload per day during the period of 6 weeks starting from the time when underground project No. 44 was started and their basic tramping rate should be fixed on the basis of such average workload. It is further stated that they should be paid difference of wages on the basis of such tramping rate for the period starting from 1980 to December, 1982 and from 1st January, 1983 at the rate of tramping to be calculated on the basis of average workload for the period of 6 months from July, 1982 to December, 1982 as per NCWA-III and they should be paid arrears of wages from 1st January, 1983 on the basis of tramping rate so worked out. On perusal of the schedule to the order of reference it will appear that the reference has been made for adjudication on the point whether the management was justified in denying higher category/regularisation to the 25 concerned workmen when they were working in the higher category for so many years and were being paid wages of the higher categories by the management. There is no mention of the fact that the Tribunal has to decide about the tramping rate of the trammers in accordance with the provisions of NCWA-II and III. In para-6(f) of the W.S. of the management it is stated that the terms of reference in the present case do not call for any determination of rate of wages to piece-rated trammers in as much as the terms of reference referred to higher category. It is further stated that even when the dispute was raised by the sponsoring union before the ALC(C) Hazaribagh the plea was for higher category for trammers and other workers and there was no claim for determination of workload

for piece-rated trammers or payment of wages to them accordingly. It is submitted on behalf of the management that the said issue of determination of workload for piece rated trammers or payment of wages to them accordingly falls outside the scope of the reference and the said claim does not arise and is liable to be rejected. No paper has been produced by the workmen to show that the demand regarding the fixation of tramming rate for piece rated trammers was made either before the management or had been raised in the industrial dispute raised before the ALC(C) Hazaribagh. As the terms of reference in the schedule are quite clear I do not think that there is any scope for this Tribunal to decide about the tramming rate of the piece-rated trammer as is being raised by the workmen before this Tribunal for the first time. In the above view of the matter the fixation of the tramming rate of the trammers is outside the scope of the terms of reference.

Admittedly Sl. No. 1 to 14 of the annexure to the reference are piece rated trammers in Group V wages. It is also admitted that their workload had not been fixed as required under clause 5.7.1 of NCWA-II and clause 3.7.1 of NCWA-III in which a procedure is laid down for fixation of the wages of piece-rated trammers. The claim of the trammers is from 1980 and as such NCWA-II was enforced at that time. It is also admitted that as no tramming rate for the trammers has been fixed by the management they are getting group wages which is the same as the fall back wages. I have already discussed above that as it is not the scope of the reference to fix the tramming rate, it is not possible for this Tribunal to fix the tramming rate as is being claimed by the workmen in the W.S. The wages of Group V in NCWA-II is Rs. 18.15 and the same amount is fall back wages in respect of the piece rated trammers. Clause 5.7.1. of NCWA-II or Clause 3.7.1 of NCWA-III will apply only when a workload is fixed but as the workload has not been fixed by the management it will not be possible to go into the question regarding the fixation of the tramming rate. The trammers are getting guaranteed wages which is equal to the fall back wages and as such there appears to be no reason to conclude that the trammers are put to loss in respect of the wages.

It is submitted on behalf of the management that the workload of trammers and tramming rate has now been fixed from 1st September, 1986. It was put to WW-8 who had raised the industrial dispute in respect of the concerned workmen whether he knew that the rate of trammers has been fixed from 1st September, 1986 to which he expressed his ignorance. If the management had not fixed the rate of trammers with RCMS, WW-8 should have stated clearly that no such tramming rate has been fixed from 1st September, 1986. It appears therefore that now tramming rate has been fixed and the management will be paying the wages to the trammers in accordance with the tramming rate fixed with the agreement of the recognised union and the management.

The workmen have examined WW-2 who was working as Trammer in Tapin South Colliery. It will appear from his evidence that since about 2 years he is working as Fan Khalasi as he had suffered injury in his head. The workmen did not examine any trammer who is presently working as Trammer in Tapin South Colliery. WW-2 has stated that the trammers had requested to the management for fixing the workload orally about 4 years ago. Admittedly no request was made by the trammers in writing to the management for fixing the workload at any time and the said matter has been raised for the first time in the W.S. of the concerned workmen. It will appear from the cross-examination of WW-2 that the underground mining of Tapin South Colliery was started about 6 years ago. He has stated that it takes sometime to develop a new mine. He has stated about the difficulties in working, the new mines which is almost similar to what has been stated by MW-1. He has stated that as the mine continues, working it goes deeper and the tramming distance increase. He has stated that in new mine working coal faces are less and there is often failure of electric power in the colliery. He further states that in the beginning the production of coal was low and it has increased gradually. He has also admitted the management's case that in 1983 there was some stoppage of work in block No. 44 of Tapin South Colliery. It is stated in para 6(c) of the W.S. of the management that on considering the facts that the mine is new and the working conditions difficult, if the

work load had been fixed for piece rated trammers they would have been entitled to the fall back wages as the actual output of trammers was much less and as the fall back wages and the Group wages are the same, the trammers have not been put to disadvantage in respect of their wages. NCWA-III which came into force from 1st January, 1983 provided for the piece rated allowance for piece rated trammers @ 0.70 P. per working day being an annual increase in the group wages. The fact that no written dispute was raised on behalf of the trammers regarding the fixation of the tramming rate it appears that the union working in the mines and the trammers had accepted the existing arrangement with an understanding that the tramming rate will be fixed later on when the working conditions are favourable. In view of the above it appears that the claim of the trammers (Sl. No. 1 to 14 of the annexure to the reference) for higher wages is not justified and they are not entitled to higher wages.

I may mention here that the trammers are claiming that they are working in Tapin South Colliery since 1980. But according to the management they are working there sometime after 22-4-82 when they were transferred to work as piece rated trammer in Tapin South colliery after the mine was being gradually improved. MW-1 has stated in his cross-examination that actual production was started in the underground mines in June, 1981 and thereafter 14 concerned trammers were working in the underground and prior to that they were working as Miner/loader in other mines. The management has filed Ext. M-2 dated 22-4-82 which is the office order showing the transfer of the 14 concerned trammers along with two others to work as piece rate trammer with effect from 12-4-82. This office order therefore shows that the trammers concerned in this case were transferred to Tapin South underground mines with effect from 12-4-82. The workmen have filed no other documents to show that they were transferred to Tapin South colliery by any office order issued prior to 22-4-82. I hold therefore that the concerned 14 trammers were transferred to Tapin South underground colliery with effect from 12-4-82 and as such they cannot claim any arrear for the period prior to their transfer to Tapin South colliery.

The case of the concerned workman (Feku Sl. No. 15, Baliraj Sl. No. 16 and Jadu Ram Sl. No. 17) is that they are working as Timber Mistry since 1980 when underground project No. 44 of Tapin South was started and were getting Cat. III wages although according to the wage board recommendation Timber Mistry has been placed in Cat. IV. They therefore claim wages of Cat. IV since 1980 with the benefit of annual increment and they also claim regularisation on the post of Timber Mistry since 1980 in accordance with the provisions of the Certified Standing Orders. WW-5 Jadu Ram Sl. No. 17 of the annexure has deposed on behalf of all the Timber Mistry. He has stated that he is working as Timber Mistry since about 6 years and the other concerned workmen Feku and Baliraj are working along with him since 4 years. In cross-examination he has stated that he was working as O.B.R. in the open cast mine. He has stated that Feku was formerly working in Gidi-A colliery from where he was transferred to Tapin South in July, 1980 and that Baliraj was formerly working in Gidi-A colliery and was transferred to Tapin South colliery from March, 1972. It will thus be clear that Baliraj was transferred to Tapin South Colliery in March, 1982 and he cannot claim from the year 1980. Ext. M-7 series are the photo copies of service registers of the workmen other than the trammers. It will appear from Ext. M-7 that Jadu Ram was placed in the post of time rated cat. 1 vide office order dt. 19/26-5-82 Baliraj was transferred to Tapin South by the order dated 22-2-82 and Feku was transferred in June, 1983. Admittedly as it will appear from the Hindi version of the annexure to the reference that Feku, Baliraj and Jadu Ram are in Cat. III. They are demanding Cat. IV. The case of the management is that the said three persons were formerly working as Timber Mazdoor and they were deputed to work as Timber Mistry in February, 1984 and since then they are being paid difference of wages of Cat. III and IV. It appears from office order dated 25-2-84 Ext. M-3 that the above three concerned workmen were getting the difference of wages of Cat. IV. The chart prepared by the management Ext. M-4 will show that Feku, Baliraj and Jaduram were deputed to work as Timber Mistry in Cat. IV from February, 1984 and were

getting the difference of wages of Cat. III and Cat. IV. MW-1 has stated that Ext. M-3 is regarding the regularisation issued from the area office. Ext. M-5 dated 12-11-84 shows that the union had made a representation that there were number of cases where workers were working in higher category/designation but were not regularised in the higher post and therefore the management after examining the issue decided that the employees will be considered for regularisation if they continuously worked in the higher post for a period of one year and that they will be granted increment after one year of regularisation. It was further stipulated that whenever situation of acting in higher grade is resorted to steps will have to be taken to get the post created and the area management will take advance step as far as possible for getting the posts created in case of regular projects etc. Ext. M-6 is dated 19-4-82 from which it will appear in para-C that from now onwards if any worker is required to work on higher category or from piece rated to time rated he will be paid minimum wages of category on which he is performing the job and that when he will complete minimum attendance of 240 days in a higher post or piece rated to time rated post, his case will be taken up for regularisation if there is any vacant post otherwise area will have to submit in advance the proposal for creation of post so that the same may be finalised within the stipulated date. Thus according to Ext. M-5 and M-6 the management's policy for regularisation has been laid down. It appears from Ext. M-3 dated 23-2-84 that the workmen named in it were getting the difference of wages of the higher category to which they were deputed to work and as such in accordance with the Ext. M-5 and M-6 they were to be regularised in the higher category after one year. As Sl. No. 15, 16 and 17 were already getting the difference of wages between Cat. III and Cat. IV there is no question of payment of any arrears but they are entitled to be regularised from 23-2-85 when they completed one year in their higher category and yearly increment since one year after their regularisation on 23-2-86.

Dinesh Mahato at Sl. No. 18 is working as Timber Helper Mazdoor and was getting the wages of Cat. I and the demand is for Cat. III from 1980. The service sheet of Dinesh Mahato shows that he was placed to work as Timber Mazdoor from February, 1984 and that he was getting difference of wages since then. A Timber Mazdoor is in Cat. II. He is therefore getting the difference of wages of his proper grade of Timber Mazdoor as he has been deputed to work as Timber Mazdoor since February, 1984. As appears from Ext. M-7 he is entitled to be regularised in Cat. II from February, 1985 and thereafter he is entitled to the yearly increment in accordance with Ext. M-5 and M-6 with effect from 23-2-86.

Sahadeo Yadav and Kishun Ram at Sl. No. 19 and 20 to the annexure of the reference are working as Pump Khalasi. They were getting wages of Cat. I and their demand is for the wages of Cat. III from 1980. Admittedly they are getting difference of wages of Cat. I and Cat. II since February, 1984. A Pump Khalasi is entitled to the wages of Cat. II if he is operating a pump upto 35 H.P. and a Pump Khalasi who operates pump of 35 H.P. and above is entitled to Cat. III. MW-1 has stated that upto 1984 there were 2 pumps in the underground which were of 15 H.P. WW-1 Sahadeo Yadav has stated that he is working in Tapin South Colliery as Pump Khalasi along with Kishun Ram. He has stated that since about 2 years he is getting difference of wages of Cat. I and Cat. II. He has stated that they are working four pumps at a time and as such they are claiming Cat. III wages. In his cross-examination he has stated that pumps are located at different places of the mine and that a pump khalasi has to be present near the pump for his entire duty hours and that one pump khalasi works only on one pump. Thus it is clear from his evidence that one pump khalasi can work on only one pump and that his statement that he was working in the four pumps at a time is not true as it was not possible for him to operate four pumps placed at different places. There is no denial by him that the pump which he was operating was of 15 H.P. There is no specific evidence by him that the Pump Khalasi were operating pumps of 35 H.P. or above. There is no such case in the W.S. of the workmen. I hold therefore that Sahadeo Yadav

and Kishun Ram were working as Pump Khalasi on a pump of 15 H.P. and as such their proper category is Cat. II. The management has rightly placed them in Cat. II and is paying them the difference of Cat. I and II. Ext. M-7 will show that Sahadeo Yadav and Kishun Ram were placed in time dated Cat. I vide order dated 26-5-84 and that they were paid difference of wages of Pump Khalasi Cat. II from 24-2-84. Thus the two concerned workmen therefore are entitled to be regularised in Cat. II from 24-2-85 and they should get the annual increment from 24-2-86. As they were already getting difference of wages of Cat. I and Cat. II they are not entitled to any difference of wages prior to 24-2-86.

The concerned workmen Thakur Manjhi at Sl. No. 21 of the annexure to the reference is working as a Mechanical Fitter. His case is that he is getting the wages of Cat. III although he should get the wages of Cat. IV from 1980 since when he is working as a Mechanical Fitter. The case of the management is that Thakur Manjhi is working as a Mechanical Fitter from 23-2-84 and is getting the difference of wages between Cat. III and Cat. IV from February, 1984. Ext. M-7 shows that Thakur Manjhi has been allowed payment of difference wages of Mechanical Fitter vide office order dated 23-2-84.

Thakur Manjhi has deposed as WW-7. He has stated that he is getting difference of wages of Cat. III and IV since February, 1984. He has stated that he has no paper with him to show that he is working as Fitter since 1980. He has not even produced his authorisation under the Coal Mines Regulation to show that he was working as Fitter since 1980. Ext. M-3 shows that Thakur Manjhi was working as Mechanical Fitter and getting the difference of wages vide order dated Ext. M-3 dated 23-2-84. In accordance with Ext. M-5 and M-6 Thakur Manjhi is entitled to be regularised as Mechanical Fitter in Cat. IV from 23-2-85 and he is entitled to the annual increment from 23-2-86. As he was already getting the difference of wages of Cat. III and Cat. IV, he is not entitled to any arrear prior to February, 1986.

The concerned workman Sona Ram and Sohar Mahato at Sl. No. 22 and 23 of the annexure to the reference are working as Electric Helper. Their case is that they are working as Electric Helper since 1980 but were getting wages of Cat. I although they are entitled to the wages of Cat. III. It is admitted that they are working as Electric Helper for which they are getting the difference of wages of Cat. I and Cat. II from February, 1984. An Electric Helper is in Cat. II according to NCWA-I and they are not entitled to Cat. III. WW-4 is Sona Ram. He has stated that since 23-2-84 he is getting the difference of wages of Cat. I and II along with Sohar Mahato. He has stated that his demand is for Cat. II since 1980. It appears therefore that being aware of the Category of Electric Helper his demand is only for Cat. II and has given up the demand of Cat. III. From his cross-examination it will appear that prior to 1982 Sohar Mahato was a Coal Cutter and as such it appears that Sohar Mahato could not have worked as Electric Helper prior to 1982. Ext. M-7 shows that Sona Ram and Sohar Mahato were placed in time rated Cat. I vide office order dated 19/26-2-82 and that they were being paid the difference of wages of Electric Helper Cat. II since 23-2-84. It is clear therefore that Sona Ram and Sohar Mahato were posted in time rated Cat. I in 1982 and not prior to it. Thus the claim that they were working as Electric Helper since 1980 is not correct. As they are working as Electric Helper since 23-2-84 they are entitled to be regularised as Electric Helper in Cat. II since 23-2-85 and they are entitled to get annual increment from 23-2-86. They are not entitled to arrears of wages prior to 23-2-86.

Rajendra Prasad Sinha of Sl. No. 24 of the annexure to the reference is working as Electrician in Cat. IV and his demand is for Cat. VI since 1980. The case of the management is that Rajendra Prasad Sinha is working as Electric Fitter in Cat. IV and as such his claim for Cat. VI is not correct. Ext. M-7 shows that he was regularised to the post of Electric Fitter Cat. IV by the order dated 2/6-7-79. Rajendra Prasad Sinha has been examined as

WW-3 He has stated that he was getting the wages of Cat. IV when he became electrician and that his demand is for Cat. VI since July, 1981. He has stated that Electrician junior to him got Cat. V although they had not obtained High Tension licence. He has stated that he is working in High Tension line and as such he should get Cat. VI. It will appear from his cross-examination that the chain of promotion of Electrician is from Cat. IV to Cat. V and then from Cat. V to Cat. VI. He has further stated that he got Cat. V in February, 1986. As he has been promoted in Cat. V in February, 1986 his case will be taken up for promotion in Cat. VI in accordance with the promotions rules of the Company. He has stated that he possesses High Tension certificate but he did not file the said certificate to show that he had a H.T. certificate. H.T. certificate is necessary for Cat. VI Electrician. It appears that the promotion is being demanded in respect of Shri Rajendra Prasad Sinha which matter has to be taken up by the management in due course in accordance with their promotion policy. He already got promotion in Cat. V in February, 1986 and he has not completed minimum experience in Cat. V for being considered for promotion in Cat. VI. In the above view of the matter the claim of Rajendra Prasad Sinha for Cat. VI is not justified and the same cannot be allowed.

The concerned workman Bimal Singh at Sl. No. 25 of the annexure to the reference is working as Munshi. His claim is that he was working as underground Munshi since 1980 and was paid Cat. I wages although he is entitled to the wages of Clerical Grade III till December, 1982 and clerical Grade-II from 1-1-83. He has been examined as WW-6. He has stated that he is working as underground Munshi in Tapin South Colliery since 1980. He has stated that he is getting the difference of wages between Cat. I

and Grade III since February, 1984. He has further stated that his demand is for regularisation in Clerical Grade-III from 1980 and for payment of arrear. He has stated that he has papers to show that he had worked as Munshi prior to February, 1984 but he has not produced the same. Ext. M-7 shows that he has been allowed to draw difference of wages of Clerical Grade-III, vide office order dated 23/24-2-84. Ext. M-3 shows that Bimal Singh was designated as Munshi in Clerical Grade-III and was getting the difference of wages of Cat. I and Clerical Grade-III. It appears therefore that Bimal Singh is working as Munshi since 23-2-84 and there is no paper to show that he was working as Munshi prior to that and accordingly he is entitled to be regularised with effect from 23-2-85 and is entitled to get his annual increment from 23-2-86. As he was already getting the difference of wages between Cat. I and Clerical Grade-III from 23-2-84 he is not entitled to any arrears except that he will get the annual increment from 23-2-86.

In the result, I hold the trammers in Sl. No. 1 to 14 of the annexure to the schedule of order of reference are entitled to no relief and that the other workmen from Sl. No. 15 to 25 except Sl. No. 24 of the annexure to the schedule of the order of reference are entitled to be regularised in the higher categories in which they are working and they are also entitled to the annual increment as indicated above in respect of each individual workman.

This is my Award.

27-4-87

I. N. SINHA, Presiding Officer
[No. L-24012/3/85-D.IV (B)]
R. K. GUPTA, Desk Officer